



SRWA
STANISLAUS REGIONAL
WATER AUTHORITY

156 S. Broadway, Ste. 270, Turlock, CA 95380

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Amended Special Board Meeting Agenda

March 1, 2018 at 3:00 p.m.

156 S. Broadway, Turlock, CA, Second Floor, Yosemite Conference Room

*Chair, Gary Soiseth
Vice Chair, Chris Vierra
Director, Bill DeHart
Director, Ken Lane*

*Interim General Manager, Michael Brinton
Interim Legal Counsel, Phaedra A. Norton
Board Secretary, Allison Martin*

NOTICE REGARDING NON-ENGLISH SPEAKERS: The Stanislaus Regional Water Authority (SRWA) meetings are conducted in English and translation to other languages is not provided. Please make arrangements for an interpreter if necessary.

EQUAL ACCESS POLICY: If you have a disability which affects your access to public facilities or services, contact the Board Secretary. The Board is committed to taking all reasonable measures to provide access to its facilities and services. Please allow sufficient time for the Board to process and respond to your request.

NOTICE: Pursuant to California Government Code Section 54954.3, any member of the public may directly address the Board on any item appearing on the agenda, including Consent Calendar and Scheduled Matters, before or during the Board's consideration of the item.

AGENDA PACKETS: Prior to the Stanislaus Regional Water Authority Board meeting, a complete Agenda Packet is available for review on the SRWA's website at www.stanrwa.org and in the Board Secretary's Office at 156 S. Broadway, Suite 270, Turlock, during normal business hours. Materials related to an item on this Agenda submitted to the Board after distribution of the Agenda Packet are also available for public inspection in the Board Secretary's Office. Such documents may be available on the SRWA's website subject to staff's ability to post the documents before the meeting.

1. A. CALL TO ORDER
- B. SALUTE TO THE FLAG
2. RECOGNITION, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS: None
3. A. SPECIAL BRIEFINGS: None
- B. STAFF UPDATES
 1. Interim General Manager Updates (*Brinton*)
 2. Finance Director Report (*Lorenzi*)
- C. CONSULTANT UPDATES
 1. West Yost Associates will provide the Board with a project status update. (*Nakano*)
- D. PUBLIC PARTICIPATION: This time is set aside for members of the public to address the Board concerning any item that has been described in the notice for the meeting, including Consent Calendar items, before or during consideration of that item. You will be allowed five (5) minutes for your comments. If you wish to speak regarding an item on the agenda, you may be asked to defer your remarks until the Board addresses the matter.

4. **DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS**

5. **CONSENT CALENDAR:** Information concerning the Consent items listed below has been forwarded to each Board member prior to this meeting for study. Unless the Chair, a Board member, or member of the audience has questions concerning the Consent Calendar, the items are approved at one time by the Board. The action taken by the Board in approving the Consent items is set forth in the explanation of the individual items.

A. *Motion:* Accepting minutes of Special Meeting of December 14, 2017

6. **PUBLIC HEARINGS:**

- A. Receive public comment on the Surface Water Supply Project Draft Environmental Impact Report (*Stevenson*)

Subject:

Receiving public comment on the Surface Water Supply Project Draft Environmental Impact Report

7. **SCHEDULED MATTERS**

- A. Request to approve the Raw Water Pump Station Phase 1 Project Construction Funding Agreement to fund the Raw Water Pump Station, Phase 1 Construction Project for the Stanislaus Regional Water Authority Regional Surface Water Supply Project, and grant the Interim General Manager the authority to sign any documents related to the Raw Water Pump Station Phase 1 Project Construction Funding Agreement (*Brinton*)

Recommended Action:

Motion: Approving the Raw Water Pump Station Phase 1 Project Construction Funding Agreement to fund the Raw Water Pump Station, Phase 1 Construction Project for the Stanislaus Regional Water Authority Regional Surface Water Supply Project, and granting the Interim General Manager the authority to sign any documents related to the Raw Water Pump Station Phase 1 Project Construction Funding Agreement

*The following agenda items are contingent on the Board action for
Scheduled Matters item A*

- B. Request to approve an agreement with C. Overaa Construction for the construction of the Raw Water Pump Station, Phase 1 Construction Project in the amount of \$6,634,000 and authorize the Interim General Manager to sign any related documents, and approve change orders in an amount not to exceed \$150,000 for a single change order or \$400,000 for a cumulative change order, and appropriate \$7,297,400 to account number 950-53-552.51801_001 "SRWA Wet Well Construction - Construction Contract" for the construction agreement to be funded via contributions from SRWA participating agencies as outlined in the Raw Water Pump Station Phase I Funding Agreement (*Brinton*)

Recommended Action:

Motion: Approving an agreement with C. Overaa Construction for the construction of the Raw Water Pump Station, Phase 1 Construction Project in the amount of \$6,634,000

Resolution: Authorizing the Interim General Manager to sign any related documents and approve change orders in an amount not to exceed \$150,000 for a single change order or \$400,000 for a cumulative change order; and appropriating \$7,297,400 to account number 950-53-552.51801_001 "SRWA Wet Well Construction - Construction Contract" for the construction agreement to be funded via contributions from SRWA participating agencies as outlined in the Raw Water Pump Station Phase I Funding Agreement

- C. Request to approve an agreement with Horizon Water and Environment for Phase 2 CEQA/NEPA/Permitting Support Services for the Stanislaus Regional Water Authority Raw Water Pump Station, Phase 1 Construction Project in an amount not to exceed \$278,663, and appropriate \$278,663 to account number 950-53-552.51801_005 "SRWA Wet Well Construction Environmental Services" for Phase 2 CEQA/NEPA/Permitting Support Services for the Stanislaus Regional Water Authority Raw Water Pump Station, Phase 1 Construction Project to be funded via contributions from SRWA participating agencies as outline in the Raw Water Pump Station Phase I Funding Agreement (*Brinton*)

Recommended Action:

Motion: Approving an agreement with Horizon Water and Environment for Phase 2 CEQA/NEPA/Permitting Support Services for the Stanislaus Regional Water Authority Raw Water Pump Station, Phase 1 Construction Project in an amount not to exceed \$278,663

Resolution: Appropriating \$278,663 to account number 950-53-552.51801_005 "SRWA Wet Well Construction Environmental Services" for Phase 2 CEQA/NEPA/Permitting Support Services for the Stanislaus Regional Water Authority Raw Water Pump Station, Phase 1 Construction Project to be funded via contributions from SRWA participating agencies as outlined in the Raw Water Pump Station Phase I Funding Agreement

- D. Request to approve an agreement with Bartkiewicz, Kronick & Shanahan (BKS) for special legal services for Phase 2 of the proposed Regional Surface Water Supply Project (Project) and authorize the Interim General Manager to execute said agreement, and appropriate \$500,960 to account number 950-53-552.51801_006 "SRWA Wet Well Construction Legal Services" to be funded via contributions from SRWA participating agencies as outlined in the Raw Water Pump Station Phase I Funding Agreement (*Brinton*)

Recommended Action:

Motion: Approving an agreement with Bartkiewicz, Kronick & Shanahan (BKS) for special legal services for Phase 2 of the proposed Regional Surface Water Supply Project (Project) and authorizing the Interim General Manager to execute said agreement

Resolution: Appropriating \$500,960 to account number 950-53-552.51801_006 "SRWA Wet Well Construction Legal Services" to be funded via contributions from SRWA participating agencies as outlined in the Raw Water Pump Station Phase I Funding Agreement

- E. Request to approve an agreement with Inferrera Construction Management Group, Inc. for Construction Management Services for the Stanislaus Regional Water Authority Raw Water Pump Station, Phase 1 Construction Project in an amount not to exceed \$612,691, and appropriate \$612,691 to account number 950-53-552.51801_002 "SRWA Wet Well Construction - Construction Management" to be funded via contributions from SRWA participating agencies as outlined in the Raw Water Pump Station Phase I Funding Agreement (Brinton)

Recommended Action:

Motion: Approving an agreement with Inferrera Construction Management Group, Inc. for Construction Management Services for the Stanislaus Regional Water Authority Raw Water Pump Station, Phase 1 Construction Project in an amount not to exceed \$612,691

Resolution: Appropriating \$612,691 to account number 950-53-552.51801_002 "SRWA Wet Well Construction - Construction Management" to be funded via contributions from SRWA participating agencies as outlined in the Raw Water Pump Station Phase I Funding Agreement

8. MATTERS TOO LATE FOR THE AGENDA

9. BOARD ITEMS FOR FUTURE CONSIDERATION

- 10. BOARD COMMENTS:** Board members may provide a brief report on notable topics of interest. The Brown Act does not allow discussion or action by the legislative body.

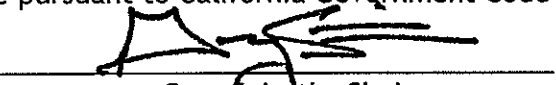
11. NEXT MEETING DATE: March 22, 2018 Regular meeting

- 12. CLOSED SESSION:** Public Employee Appointment. Cal. Gov't Code § 54957(b)(1) "Subject to paragraph (2), this chapter shall not be construed to prevent the legislative body of a local agency from holding closed sessions during a regular or special meeting to consider the appointment, employment, evaluation of performance, discipline, or dismissal of a public employee or to hear complaints or charges brought against the employee by another person or employee unless the employee requests a public session."

Title: General Counsel

13. ADJOURNMENT

The foregoing meeting is hereby called by Chair Soiseth at the above mentioned date and time pursuant to California Government Code § 54956.



Gary Soiseth, Chair



To: SRWA Board

From: Michael Brinton, Interim General Manager

Subject: Interim General Manager Report

The members of the Technical Advisory Committee (TAC) have continued to meet with West Yost Associates and their sub-consultants on various items in preparation of the design of the raw water supply infrastructure, water treatment facility, treated water transmission mains and local distribution systems. The items covered since the last SRWA Board meeting includes the following:

- Participated in Executive Technical Advisory Committee (TAC) and TAC Meetings
- Completed November and December Program Management Status Reports
- Prepared Project cash flow and cost allocation tool spreadsheets
- Prepared Task Map between Phase 1 and Phase 2 tasks
- Prepared TID Cost Allocation Memo
- Developed cost information for various potential initial Water Treatment Plant capacity and expansion scenarios
- Updated General Manager RFP and issued GM solicitation
- Continued communications with DFA staff, SRWA interim legal counsel, and TID staff on SRWA/TID lease agreement and operations
- Reviewed funding opportunities, updated funding opportunities log, and prepared funding memo for TAC
- Met with Division of Financial Assistance to discuss SRF funding
- Drafted "Pledge of Revenue" resolutions for cities
- Responded to Wet Well Project CM inquiries
- Reviewed Wet Well CM addendum
- Discussed pinch point with TID and prepared figure
- Reviewed Stanislaus County pavement restoration text in Measure L and reviewed complete list of affected roads provided by the County Public Works Department
- Discussed watershed sanitary survey with MID
- Coordinated with Gary Nazareno on temporary construction easement agreement
- Reviewed geotechnical drilling information and coordinated with TID on encroachment permit
- Reviewed aerial survey information for Finished Water Transmission Mains
- Coordinated Phase 1 ESA effort for Turlock Finished Water Transmission Mains
- Completed review of administrative draft EIR and screen check draft EIR
- Provided responses to supplemental questions from CDFW regarding Lake & Streambed Alteration Agreement (LSAA)

- Prepared public draft EIR (DEIR) for final TAC review
- Compiled EIR comments, identified issues to be resolved, and moderated conference call to resolve those issues
- Published DEIR with State Clearinghouse, distributed copies to agencies, and began public review period
- Prepared DEIR presentation for public comment at February 22 Board meeting
- Conducted site visits to obtain photographs for revised aesthetic analysis and updated information on elderberry shrub locations
- Responded to questions from Central Valley RWQCB on LSAA application, and received notice of complete application
- Submitted 401 water quality certification to Central Valley RWQCB
- Continued revising Low Impact Habitat Conservation Plan (HCP) for submittal to U.S. Fish and Wildlife Service

Mr. Nakano will provide a more in depth review of these items. I will be happy to answer any questions.



1. A. **CALL TO ORDER:** Chair Soiseth called the meeting to order at 10:04 a.m.
PRESENT: Director DeHart, Vice Chair Vierra, Chair Soiseth
ABSENT: Director Lane
- B. **SALUTE TO THE FLAG**
2. **RECOGNITION, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS:** None
3. A. **SPECIAL BRIEFINGS:** None
- B. **STAFF UPDATES:**
 1. Interim General Manager Michael Brinton provided an update of items discussed at recent Technical Advisory Committee (TAC) meetings, including:
 - Held Executive Technical Advisory Committee (TAC) and TAC meetings
 - Completed September and October Program Management Status Reports
 - Prepared October Program Management Status Report Executive Summary for TAC review
 - Finalized and posted Project Definition Technical Memorandum
 - Updated master schedule and prepared schedule summary tables
 - Prepared Project cash flow and cost allocation tool spreadsheets
 - Updated General Manager Request For Proposal
 - Prepared Cost Addendum Technical Memorandum
 - Submitted additional information/responses to CDFW in response to comments on the Streambed Alteration Agreement application
 - Continued preparing Low Effect Habitat Conservation Plan for review by TAC and submitted to U.S. Fish and Wildlife Service
 - Provided remaining portions of administrative draft EIR for TAC review
 - TAC reviewed portions of administrative draft EIR (deadline 12/8/17)
 - Received final Fox Grove access agreement from Stanislaus County
 - Conducted Pre-bid meeting with potential contractors for Wet Well project on November 8
 - Continued raw water quality sampling and testing
 - Met with potential Design/Build contractors
 - Worked on SRWA website refresh
 - Opened bids for Wet Well (came in under budget)
 2. Marie Lorenzi, Finance Director, provided a summary of activity for the current fiscal year through December 14, 2017.

C. CONSULTANT UPDATES:

1. Gerry Nakano of West Yost Associates provided a project status update including the following:
 - Advertising and requesting contractor bids for Wet Well Project
 - Laying out schedule for Phase 2 Program Management work tasks
 - Completing internal review of ADEIR for the Project
 - Continuing to move forward on critical path items, such as:
 - Perform aerial photography of both treated water transmission alignments
 - Draft cost sharing agreement between SRWA, Ceres, Turlock and TID for construction funding of the Wet Well/Infiltration Gallery Testing Project
 - RFP to provide construction management services for the Wet Well Construction
 - Bids opened December 6th for selection of a contractor to construct the wet well. The apparent low bidder is Overaa. TAC is evaluating the contractors and checking references. Recommendation for award of bid will be presented to the Board on January 25, 2018.
 - Aerials flown on November 12th for the proposed treated water alignments.
 - TAC issued an RFP for selection of a construction management firm for the Wet Well Project. TAC will bring to the Board in February for selection and recommendation.
 - Critical path items for the next 4-6 months
 - Selection of a General Manager
 - Obtain permits for wet well construction
 - Issue a draft EIR for the Project (Jan/Feb)
 - Team to begin discussions with SWRCB on water right modification
 - Acquire properties for wet well and raw water pipelines (May)
 - Begin pre-design activities (WTP, finished water transmission mains, others)
 - Project procurement guidance documents
 - Monthly executive summary report for October was distributed
 - Ceres City Council adopted revised water rates Nov 13th
 - Turlock City Council adopted revised water rates Dec 12th

Chair Soiseth inquired on the feasibility of providing the cities of Turlock and Ceres with water from the TID canals instead of pulling water from the river. Gerry Nakano answered that it would not be cost effective and the quantity required could not be transported in the existing canal system as TID serves other customers.

D. PUBLIC PARTICIPATION: None**4. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS:** None**5. CONSENT CALENDAR:**

Action: Motion by Director DeHart, second by Vice Chair Vierra, adopting the consent calendar and approving the minutes of the Regular Meeting of October 26, 2017. Motion carried by the following vote:

Director Lane	Director DeHart	Vice Chair Vierra	Chair Soiseth
Absent	Yes	Yes	Yes

6. PUBLIC HEARINGS: None

7. SCHEDULED MATTERS:

- A. Interim General Manager Michael Brinton presented the request to adopt the 2018 Stanislaus Regional Water Authority Board Meeting Schedule for 2018.

Discussion: Interim General Manager Michael Brinton recommended the adoption of the 2018 Stanislaus Regional Water Authority Board Meeting Schedule.

Chair Soiseth opened public participation. There being no public response, Chair Soiseth closed public participation.

Action: Motion by Director DeHart, second by Vice Chair Vierra, adopting the 2018 Stanislaus Regional Water Authority Board Meeting Schedule for 2018. Motion carried by the following vote:

Director Lane	Director DeHart	Vice Chair Vierra	Chair Soiseth
Absent	Yes	Yes	Yes

- B. Lindsay Smith from West Yost Associates, Inc. presented the request to issue an RFP for General Manager Services.

Discussion: Lindsey Smith from West Yost Associates, Inc. presented the draft recruitment schedule for the Surface Water Supply Project General Manager. Anticipated posting date is Friday, December 15, 2017, with proposals due on Thursday, January 25, 2018. The contract will be presented to the Board for review and approval at the SRWA Board Meeting on March 22, 2018, with a tentative start date of April 1, 2018. General Manager role highlights were discussed, and the RFP and job description is available in the agenda packet for review.

Director DeHart inquired on the adequacy of the General Manager job description from Interim General Manager Brinton, and anticipated changes in the transition from an Interim General Manager to a full time General Manager. Brinton answered that the job description for General Manager was acceptable and the preparation has started for the transition.

Director DeHart inquired on the possible expansion of staff once the General Manager is hired. Brinton answered that he does not anticipate SRWA hiring anyone else at this time.

Chair Soiseth opened public participation. There being no public response, Chair Soiseth closed public participation.

Action: Motion by Vice Chair Vierra, second by Director DeHart, concurring with the recommendation of the Executive Technical Advisory Committee (TAC) and TAC to proceed with the solicitation of a General Manager. Motion carried by the following vote:

Director Lane	Director DeHart	Vice Chair Vierra	Chair Soiseth
Absent	Yes	Yes	Yes

8. MATTERS TOO LATE FOR THE AGENDA: None

9. BOARD ITEMS FOR FUTURE CONSIDERATION: None

10. BOARD COMMENTS:

Director DeHart thanked the other members of the SRWA Board for their patience during his transition as he learns about this critical project.

Chair Soiseth thanked Turlock and Ceres City Councils for successful Proposition 218 processes.

11. NEXT MEETING DATE: December 28, 2017 - Regular Meeting will be cancelled.

12. CLOSED SESSION: None

13. ADJOURNMENT: Motion by Director DeHart, second by Vice Chair Vierra, to adjourn at 10:25 a.m. Motion carried 3/1.

Respectfully submitted,

DRAFT

Allison Martin, Board Secretary



From: Horizon Water and Environment

Prepared by: Michael Stevenson, Horizon Water and Environment

1. SUBJECT:

Receiving public comment on the Surface Water Supply Project Draft Environmental Impact Report

2. DISCUSSION OF ISSUE:

SRWA is the project proponent and the lead agency under CEQA. For CEQA purposes, the Surface Water Supply Project includes SRWA's proposal to design, construct, operate, and maintain facilities to divert and treat water from the Tuolumne River and deliver it for use by the SRWA member cities of Ceres and Turlock (Cities). SRWA proposes to operate an existing infiltration gallery to withdraw of water from the Tuolumne River; convey it to a new water treatment plant; and convey the treated water through transmission mains to storage facilities in Ceres and Turlock. The initial withdrawals would be up to 30,000 acre-feet per year (AFY), increasing over time to up to 50,400 AFY at buildout in 2040. The proposed project is intended to serve as a major in-lieu groundwater recharge project under the Sustainable Groundwater Management Act to ensure the long-term sustainability of the groundwater resources within the Turlock Subbasin. The surface water that would be provided as part of the proposed project would assist the Cities in achieving sustainable groundwater pumping levels. In addition, 2,000 AFY of offset water would be provided to TID to assist TID in implementing its water conservation and conjunctive water use programs.

A Draft Environmental Impact Report (DEIR) has been prepared for the proposed project in accordance with the California Environmental Quality Act (CEQA; Public Resources Code Section 21000 et seq.) and the State CEQA Guidelines (Title 14, California Code of Resources, Section 15000 et seq.). In accordance with CEQA requirements, the DEIR was circulated for a 45-day public review period, beginning on January 22, 2018, and concluding on March 8, 2018. During the public review period, members of the public may review the DEIR and all documents referenced in the DEIR during normal operating hours at the SRWA office. The DEIR is also available on the SRWA website, and copies are available at the Ceres, Turlock, and Hughson Public Libraries.

SRWA is holding a public meeting to provide an opportunity for members of the public to offer comments about the Surface Water Supply Project DEIR.

Comments on the DEIR may be submitted to SRWA by mail, electronically, or in person at today's public meeting. All comments must be received at SRWA's offices by 5:00 p.m. on March 8, 2018.

Written, emailed, and oral comments received in response to the DEIR will be addressed in a response-to-comments document that, together with the DEIR and any related changes to the substantive discussion in the DEIR, will constitute the Final Environmental Impact Report (FEIR). The FEIR, in turn, will inform SRWA's exercise of its discretion as a lead agency under CEQA in deciding whether or how to approve the proposed project. Pending the outcome of the CEQA process, the proposed project will be submitted to the SRWA Board of Directors for review and approval.

3. FISCAL IMPACT / BUDGET AMENDMENT:

Receiving public comment on the DEIR by itself does not have a direct fiscal impact. Following the close of the public review period on March 8, 2018, an FEIR will be prepared that contains all public comments submitted on the DEIR along with responses to those comments. If the Board subsequently certifies the FEIR and approves the Surface Water Supply Project, a resolution to approve a contract for the construction and operation of the proposed project will require subsequent Board approval.

4. INTERIM GENERAL MANAGER'S COMMENTS: N/A

5. ENVIRONMENTAL DETERMINATION: N/A

6. ALTERNATIVES: N/A



From: Michael Brinton, Interim General Manager

Prepared by: Michael Brinton, Interim General Manager

1. ACTION RECOMMENDED:

Motion: Approving the Raw Water Pump Station Phase 1 Project Construction Funding Agreement to fund the Raw Water Pump Station, Phase 1 Construction Project for the Stanislaus Regional Water Authority Regional Surface Water Supply Project, and granting the Interim General Manager the authority to sign any documents related to the Raw Water Pump Station Phase 1 Project Construction Funding Agreement

2. DISCUSSION OF ISSUE:

The Stanislaus Regional Water Authority (SRWA) was formed by the Cities of Ceres and Turlock to facilitate and implement a project to treat surface water from the Tuolumne River and deliver it for use by the cities in order to provide a safe, reliable, and high quality water supply (the "Surface Water Supply Project"). In 2002-03, TID constructed an infiltration gallery (a type of water intake structure) in the Tuolumne River as part of its planned Tuolumne River Channel Restoration Project. SRWA and TID plan to use the existing infiltration gallery as the river water intake facility for both the Surface Water Supply Project and to meet some of TID's agriculture irrigation needs. The Surface Water Supply Project will include raw water pipelines connecting the infiltration gallery to both the existing, nearby TID Ceres Main Canal (for use within the TID irrigation water system) and the proposed new water treatment plant (for treatment and delivery to the cities).

In 2015, the SRWA and TID approved a Water Sales Agreement by which TID agreed to sell and deliver raw water to the SRWA. The Water Sales Agreement also provides for SRWA and TID to cooperate on the construction of facilities to deliver water through the existing infiltration gallery, including a new wet well, raw water pump station, and raw water delivery pipelines (referred to in the Water Sales Agreement as the "District Delivery Facilities").

The SRWA recently approved the construction of the Raw Water Pump Station Phase 1 Project, which includes: (a) excavation of an area to access the infiltration gallery; (b) construction of a wet well and associated facilities adjacent to and connecting with the existing infiltration gallery; (c) development test pumping of the gallery pipes to dislodge sediment; and, (d) pumping of river water through the gallery and into settling basins, prior to returning this water to the river, to estimate infiltration gallery production capacity and sample water quality.

Water Sales Agreement section 7(d) provides for TID to construct the new wet well. By this Agreement, SRWA and TID instead provide for SRWA to take the lead on construction of the Project. In addition, the Water Sales Agreement provides for the capital costs of future water delivery facilities to be allocated between SRWA and TID as follows: SRWA - 80%; TID - 20%. The 2015 Amended Drinking Water Supply Project Joint Exercise of Powers Agreement between the Cities of Ceres and Turlock (“Joint Powers Agreement”) provides for the Surface Water Supply Project costs to be allocated between the cities.

For purposes of this Agreement (Exhibit A), the “Project Capital Costs” are defined as the costs of the following actions to construct, complete and deliver the Project: construction and related work under the Project construction contract approved by the SRWA; procurement of materials, parts and equipment; construction and Project management; inspection; design and engineering assistance during construction; SRWA-approved change orders; preparation of as-built or record drawings; startup testing; permitting; permit condition and CEQA mitigation and monitoring plan compliance and implementation, and; any required land or rights-of-way acquisition.

The funding agencies each agree and commit to fund its respective share of the full Project Capital Costs. Each Funding Agency shall budget and appropriate sufficient funds to satisfy its funding obligation under the Agreement. The Project Capital Costs shares are as follows:

Ceres	26.7%
Turlock	53.3%
TID	20%

Estimates for the Project are as follows:

SUMMARY OF THE RAW WATER PUMP STATION PHASE 1 PROJECT EXPENDITURES				
Category	Total Cost	Ceres Share	Turlock Share	TID Share
Prior Expenditures				
Design	332,103	88,672	177,011	66,421
CEQA Compliance / Environmental Permitting	147,267	58,907	58,907	29,453
Subtotal	479,370	147,578	235,918	95,874
Outstanding Expenditures				
Construction	7,297,400	1,948,406	3,889,514	1,459,480
Construction Management	661,900	176,727	352,793	132,380
Engineering Services During Construction	92,056	24,579	49,066	18,411
Environmental Monitoring	129,633	34,612	69,094	25,927
ROW / Property Acquisition	52,700	14,071	28,089	10,540
Subtotal	8,233,689	2,198,395	4,388,556	1,646,738
Total	8,713,059	2,345,973	4,624,474	1,742,612

3. FISCAL IMPACT / BUDGET AMENDMENT:

The projected expenditures are as shown on the Summary of Raw Water Pump Station Phase 1 Project Expenditures. The funds will be provided by the participating agencies of the SRWA (TID, City of Ceres and City of Turlock).

4. INTERIM GENERAL MANAGER'S COMMENTS:

Supports approval of the Agreement as shown.

5. ENVIRONMENTAL DETERMINATION:

N/A

6. ALTERNATIVES:

The Board may reject the proposed funding Agreement, however the project as designed would not be able to proceed.

**RAW WATER PUMP STATION PHASE 1 PROJECT
CONSTRUCTION FUNDING AGREEMENT**

THIS AGREEMENT is made between Stanislaus Regional Water Authority, a joint powers authority ("SRWA"), City of Ceres, a general law city ("Ceres"), City of Turlock, a general law city (Turlock), and Turlock Irrigation District, a special district ("TID"). This Agreement will become effective on the date that it is signed by the last party to sign as indicated by the date associated with that party's signature below. The parties agree as follows:

1. Recitals. This Agreement is made with reference to the following background recitals:

1.1. SRWA was formed by Ceres and Turlock to facilitate and implement a project to design, construct, operate and maintain facilities to divert and treat surface water from the Tuolumne River and deliver it for use by the cities in order to provide a safe, reliable, and high quality water supply (the "Surface Water Supply Project").

1.2. In 2002-03, TID constructed an infiltration gallery (a type of water intake structure) in the Tuolumne River as part of its planned Tuolumne River Channel Restoration Project. SRWA and TID plan to use the existing infiltration gallery as the river water intake facility for both the Surface Water Supply Project and deliveries to meet TID's agriculture irrigation needs. The Surface Water Supply Project will include raw water pipelines connecting the infiltration gallery to both the existing, nearby TID Ceres Main Canal (for use within the TID irrigation water system) and the proposed new water treatment plant (for treatment and delivery to the cities).

1.3. In 2015, SRWA and TID approved a Water Sales Agreement by which TID agrees to sell and deliver raw water to SRWA. The Water Sales Agreement also provides for SRWA and TID to cooperate on the construction of facilities to deliver water through the existing infiltration gallery and a new wet well, raw water pump station, and raw water delivery pipelines (referred to in the Water Sales Agreement as the "District Delivery Facilities").

1.4. SRWA recently approved the construction of the Raw Water Pump Station Phase 1 Project (aka Infiltration Gallery Testing Project; the "Project"), which includes the (a) excavation of an area to access the infiltration gallery, (b) construction of a wet well and associated facilities adjacent to and connecting with the existing infiltration gallery, (c) development test pumping of the gallery pipes to dislodge sediment, and (d) pumping of river water through the gallery and into settling basins, prior to returning this water to the river, to estimate infiltration gallery production capacity and sample water quality.

1.5. Water Sales Agreement section 7(d) provides for TID to construct the new wet well. By this Agreement, SRWA and TID instead provide for SRWA to take the lead on construction of the Project.

1.6. The Water Sales Agreement provides for the capital costs of future water delivery facilities to be allocated between SRWA and TID as follows: SRWA - 80%; TID - 20%.

1.7. The 2015 Amended Drinking Water Supply Project Joint Exercise of Powers Agreement Between the Cities of Ceres and Turlock for the Purpose of Creating a Joint Powers Authority Responsible for Decisions in Certain Matters Pertaining to the Municipal and Industrial Water Supply Programs for the Aforementioned Public Entities (“Joint Powers Agreement”) provides for the Surface Water Supply Project costs to be allocated between the cities in shares of 50% each. However, since then, the cities have agreed on a different methodology for allocating the Surface Water Supply Project costs as set forth in a technical memorandum from West Yost dated November 1, 2016.

1.8. The parties agree to fund the Project construction and related costs on and subject to the terms of this Agreement.

2. Funding Commitment by Cities and TID

2.1. For purposes of this Agreement, the “Project Capital Costs” mean the costs of the following actions to construct, complete and deliver the Project: construction and related work under the Project construction contract approved by SRWA; procurement of materials, parts and equipment; construction and Project management; inspection; design and engineering assistance during construction; SRWA-approved change orders; preparation of as-built or record drawings; startup testing; permitting; permit condition and CEQA mitigation and monitoring plan compliance and implementation; and, any required land or rights-of-way acquisition.

2.2. Ceres, Turlock and TID (the “Funding Agencies”) each agree and commit to fund its respective share of the full Project Capital Costs. The Project Capital Costs shares are as follows:

Ceres	26.7%
Turlock	53.3%
TID	20%

Each Funding Agency shall budget and appropriate sufficient funds to satisfy its funding obligation under this Agreement.

2.3. In the event a Funding Agency fails or refuses to timely pay its share of the Project Capital Costs funding as required by this Agreement, the Funding Agency shall be liable to SRWA for (a) any late payment, penalty, interest, costs, or attorney fees incurred by or recovered from SRWA as a result of the Funding Agency’s default, or (b) any costs, including consequential damages, incurred by SRWA as a result of any contract termination or cancellation by any contractor, subcontractor, supplier, or service provider as a result of the Funding Agency’s default.

3. Project Capital Costs Budget and Quarterly Advances

3.1. Within 30 days after the effective date of this Agreement, SRWA shall prepare a proposed budget for the planned expenditure of the Project Capital Costs, including a projected cash flow during the construction period. SRWA may include a 10% contingency in its budget of expected construction costs in order to cover unanticipated or extraordinary

costs. SRWA shall provide the proposed budget to each of the Funding Agencies. The budget will be subject to the review and approval by each of the Funding Agencies.

3.2. After SRWA and the Funding Agencies have approved the Project Capital Costs budget, SRWA shall prepare and provide to the Funding Agencies a forecast of Project Capital Costs funds needed from then until the completion of the first quarter of 2018 (i.e., until March 31, 2018) and based on the approved budget. Thereafter, prior to the beginning of each quarter during the term of Project construction, SRWA shall prepare and provide to the Funding Agencies a forecast of funds needed for the upcoming quarter. The quarterly funding forecasts shall be based upon the Project Capital Costs budget and the expected or planned expenditures for Project Capital Costs in the quarter. Each quarterly forecast also shall include each Funding Agency's share (based on section 2.2) of the funds needed for the upcoming quarter (the "Quarterly Payment").

3.3. Within 30 days after receipt of a quarterly forecast and Quarterly Payment requests, each Funding Agency shall deposit its Quarterly Payment with SRWA to fund the Project Capital Costs. SRWA will deposit Funding Agency deposits into a special construction fund for the purpose of paying or reimbursing the Project Capital Costs. SRWA will draw on the funds in the special construction fund to pay or reimburse the Project Capital Costs. SRWA will keep and maintain accurate bookkeeping records documenting all quarterly forecasts, Quarterly Payment requests, Quarterly Payment deposits, and costs and expenses paid or reimbursed from the special fund. SRWA shall provide to each Funding Agency a semi-annual statement of the monies deposited and all SRWA costs paid or reimbursed from the fund. Each Funding Agency and its employees, accountants, attorneys, and agents may review, inspect, copy and audit these records, including all source documents.

3.4. At the end of each quarter, SRWA shall undertake a reconciliation of the Project Capital Costs forecast for the quarter against the actual Project Capital Costs paid in the quarter. The amount so reconciled (whether actual costs exceeded or were less than the Funding Agency advances for the quarter) shall be credited or debited, as appropriate, into the calculation of the projected Project Capital Costs for the subsequent quarter.

3.5. Upon completion of the Project, SRWA will prepare and provide to each Funding Agency a final statement of the monies deposited to and all SRWA costs paid or reimbursed from the special fund. Any Funding Agency funding advance remaining upon completion of the Project and payment or reimbursement of all Project Capital Costs shall be refunded without interest to the Funding Agencies in direct proportion to their funding shares. If the final total Project Capital Costs exceed the amount of the Quarterly Payment deposits, each Funding Agency shall pay its share (based on section 2.2) of the difference to SRWA.

4. Change Orders. The Project Capital Costs shall include any additional costs relating to a construction contract change order or other Project-related contract amendment approved by SRWA. Prior to approving any such change order or contract amendment, SRWA shall provide the proposed change order or contract amendment to each Funding Agency for its prior review and comment. If a Funding Agency requests a Project change that results in an additive change order, the Funding Agency requesting the change shall be responsible for payment of all of those change order-related costs, unless the parties otherwise agree in writing.

5. General Provisions

5.1. **Entire Agreement.** The parties intend this document to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the subject matter of this document. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the subject matter of this Agreement, except those other documents that may be expressly referenced in this Agreement. If there are any irreconcilable differences between this Agreement and the Water Sales Agreement or Joint Powers Agreement, this Agreement shall govern.

5.2. **Construction and Interpretation.** The parties agree and acknowledge that this Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

5.3. **Waiver.** The waiver at any time by any party of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter.

5.4. **Amendment.** This Agreement may be modified or amended only by a subsequent written agreement approved and executed by all parties. Amendment by SRWA requires approval by the SRWA Board of Directors at a noticed public meeting.

5.5. **Assignment.** This Agreement and all rights and obligations under it are personal to the parties. The Agreement may not be transferred, assigned, delegated or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by a party without the prior written consent of the other parties. Any transfer, assignment, delegation, or subcontract in violation of this provision is null and void.

5.6. **Remedies Not Exclusive.** The remedies provided in this Agreement are cumulative and not exclusive, and are in addition to any other remedies that may be provided by law or equity. A party's exercise of any remedy under this Agreement will not prejudice or affect the enforcement of any other remedy.

5.7. **Notices.** Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with confirmed receipt. Such notices, etc. shall be addressed as follows:

SRWA: Interim General Manager Stanislaus Regional Water Authority c/o City of Turlock 156 S. Broadway, Suite 270 Turlock, CA 95380	City of Ceres: City Manager City of Ceres 2220 Magnolia Street Ceres, CA 95307
City of Turlock: City Manager City of Turlock 156 S. Broadway Turlock, CA 95380	TID: General Manager Turlock Irrigation District 333 East Canal Drive P.O. Box 949 Turlock, CA 95381

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other party confirming the delivery of the notice, etc. Any party may change its contact information by notifying the other party of the change in the manner provided above.

STANISLAUS REGIONAL WATER
AUTHORITY

CITY OF CERES

Dated: _____, 2018

Dated: _____, 2018

By: _____
Michael Brinton
Interim General Manager

By: _____
City Manager

Attest:

Attest:

Approved as to form and content:

Richard P. Shanahan
Special Counsel

Approved as to form and content:

Tom Hallinan
City Attorney

CITY OF TURLOCK

TURLOCK IRRIGATION DISTRICT

Dated: _____, 2018

Dated: _____, 2018

By: _____
Gary Soiseth
Mayor

By: _____
Casey Hashimoto
General Manager

or

By: _____
Robert A. Talloni
Interim City Manager

Attest:

Attest:

Approved as to form and content:

Approved as to form and content:

Phaedra Norton
City Attorney

Roger Masuda
General Counsel



From: Michael Brinton, Interim General Manager

Prepared by: Michael Brinton, Interim General Manager

1. ACTION RECOMMENDED:

Note: Consideration of the below actions is contingent upon approval of the Raw Water Pump Station Phase 1 Project Construction Funding Agreement, Item 7A.

Motion: Approving an agreement with C. Overaa Construction for the construction of the Raw Water Pump Station, Phase 1 Construction Project in the amount of \$6,634,000

Resolution: Authorizing the Interim General Manager to sign any related documents and approve change orders in an amount not to exceed \$150,000 for a single change order or \$400,000 for a cumulative change order; and Appropriating \$7,297,400 to account number 950-53-552.51801_001 "SRWA Wet Well Construction - Construction Contract" for the construction agreement to be funded via contributions from SRWA participating agencies as outlined in the Raw Water Pump Station Phase I Funding Agreement

2. DISCUSSION OF ISSUE:

The first phase of the Water Treatment Plant Construction will be the construction of the Raw Water Pump Station. Bids were recently opened and the lowest responsible bid was submitted by C. Overaa Construction in the amount of \$6,634,000. Staff has reviewed the bid and found everything to be in order.

Attached as Exhibit A is a projected summary of the Wet Well Project Expenditures. The award of this item is contingent on the approval of the Raw Water Pump Station Phase 1 Project Construction Funding Agreement that is being considered at this same meeting. Consideration of the funding and construction of the Water Treatment Facility and Distribution Pipelines will be brought to the Board for consideration at a later date.

The Technical Advisory Committee and Executive Technical Advisory Committee (Exec TAC) have reviewed this item and recommend approval.

3. FISCAL IMPACT / BUDGET AMENDMENT:

The attached Summary of Wet Well Project Expenditures outlines in detail the cost of the construction and the total anticipated cost of the other expenditures. It should be noted that a contingency of 10% has been added to the construction amount in anticipation of possible change orders as construction progresses.

Fiscal Impact: \$7,297,400

Budget Amendment: Appropriate \$7,297,400 to account number 950-53-552.51801_001 "SRWA Wet Well Construction - Construction Contract" for the construction agreement in the amount of \$6,634,000 plus a 10% contingency for a total of \$7,297,400. This appropriation will be funded via contributions from SRWA participating agencies as outlined in the Raw Water Pump Station Phase I Funding Agreement.

4. INTERIM GENERAL MANAGER'S COMMENTS:

Supports award of the construction contract

5. ENVIRONMENTAL DETERMINATION:

The environmental review of the project has been completed by Horizon Environmental in accordance with all applicable laws.

6. ALTERNATIVES:

The alternative would be to not award the contract. This alternative is not recommended as the award of the construction agreement is vital to the implementation of the Surface Water Supply Project.

SUMMARY OF WET WELL PROJECT EXPENDITURES

Category	Total Cost	Ceres Share	Turlock Share	TID Share
Prior Expenditures				
Design	332,103	88,672	177,011	66,421
CEQA Compliance / Environmental Permitting	147,267	58,907	58,907	29,453
Subtotal	479,370	147,578	235,918	95,874
Outstanding Expenditures				
Construction (a)	7,297,400	1,948,406	3,889,514	1,459,480
Construction Management (b)	661,900	176,727	352,793	132,380
Engineering Services During Construction (c)	92,056	24,579	49,066	18,411
Environmental Monitoring (d)	129,633	34,612	69,094	25,927
ROW / Property Acquisition (e)	52,700	14,071	28,089	10,540
Subtotal	8,233,689	2,198,395	4,388,556	1,646,738
Total	8,713,059	2,345,973	4,624,474	1,742,612

(a) Includes \$6.634M for Overaa's contract plus 10% for construction contingency (\$634k)
 (b) Based on average hours estimate of three CM proposals received by SRWA on 1/11/18, assuming average billing rate of \$150/hr
 (c) Approved budget for West Yost
 (d) Based on 1/5/18 fee estimate from Horizon
 (e) Reflects \$42,700 written offer to Nazarenos for fee simple and TCE areas, plus \$10k allowance for Nazareno irrigation system protective measures

SECTION 00510

AGREEMENT FOR THE CONSTRUCTION OF SRWA RAW WATER PUMP STATION, PHASE 1

THIS AGREEMENT made and entered into this 1st day of March, 2018, between the STANISLAUS REGIONAL WATER AUTHORITY, a joint powers authority of the State of California, hereinafter referred to as the "Owner" and, C. Overaa & Co., hereinafter referred to as the "Contractor";

RECITALS

WHEREAS, the Board of the Stanislaus Regional Water Authority heretofore caused plans and specifications for the Work hereinafter mentioned to be prepared, and therefore did approve and adopt the plans and specifications; and

WHEREAS, the Board of the Stanislaus Regional Water Authority did cause to be published for the time and in the manner required by law, a Notice inviting sealed Bids for the performance of the Work; and

WHEREAS, the Contractor, in response to such Notice, submitted to the Board of the Stanislaus Regional Water Authority within the time specified in the Notice, and in the manner provided for therein, a sealed Bid for the performance of the Work specified in the Contract Documents, which the Bid, and the other Bids submitted in response to the Notice, the Board of the Stanislaus Regional Water Authority publicly opened and canvassed in the manner provided by law; and

WHEREAS, the Contractor was the lowest responsible Bidder for the performance of the Work, and the Board of the Stanislaus Regional Water Authority, as a result of the canvass of the Bids, did determine and declare Contractor to be the lowest responsible Bidder for the Work and award a Contract to Contractor to do the Work referred to in the aforementioned plans and specifications; and

WHEREAS, Contractor is ready, willing and able to complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings and all other terms and conditions of the Contract Documents; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter, the Owner and Contractor agree as follows:

ARTICLE 1 – SCOPE OF WORK

1.1 The Work. The Contractor shall furnish all labor, materials, tools, apparatus, equipment, insurance, bonds, special services and skill to construct and complete in good workmanlike and substantial manner to the satisfaction of the Owner all the Work called for, and in the manner designated in, and in strict conformity with the Contract Documents for the project entitled: Raw Water Pump Station, Phase 1. All incidental work not shown on the Plans or specified herein which

is necessary to complete the Work so as to provide the project described, or shown, shall be furnished and installed as part of this Contract at no additional cost to the Owner.

1.2 **Location of Work.** The Work will be performed at the following location:

- Tuolumne River at Geer Road near Hughson, CA.

ARTICLE 2 – CONTRACT DOCUMENTS

2.1 **Contract Documents.**

The Contract Documents consist of the following documents:

- Invitation for Bids (Section 00020)
- Instructions to Bidders (Section 00100)
- Agreement (Section 00510);
- Performance Bond (Section 00530);
- Payment Bond (Section 00535);
- Escrow Agreement for Security Deposits in Lieu of Retention (Section 00545);
- Certificate of Drug-Free Workplace (Section 00550);
- Final Closeout Agreement and Release of Claims (Section 00680)
- General Conditions (Section 00700);
- Supplementary General Conditions (Section 00800);
- General Requirements (Division 1);
- Technical Specifications (Divisions 2 through 16);
- Contract Drawings;
- Addenda (numbers 1 to 2, inclusive);
- Permits from other agencies as may be required by law; and
- All other documents incorporated by reference into these Contract Documents.
- Exhibits to this Agreement (enumerated as follows):
 - Accepted Contractor's Bid Form (Section 00400) attached hereto as Exhibit A;
 - Insurance Certificates and Endorsements as Exhibit B.
- The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - Notice to Proceed (Section 00600);
 - Field Directive(s);
 - Change Order(s);
 - Construction Change Directive;
 - Field Order(s).

2.2 **Not Contract Documents.** There are no Contract Documents other than those listed in this Section 00510, ARTICLE 2, **CONTRACT DOCUMENTS**, Section 00200, **INFORMATION AVAILABLE TO BIDDERS** and the information supplied therein, are not Contract Documents. The Contract Documents may only be amended, modified or supplemented as provided for in Section 00700, **GENERAL CONDITIONS** and Section 00800 **SUPPLEMENTARY GENERAL CONDITIONS**.

2.3 Definitions and Terms. Unless otherwise specifically provided herein, all terms, words and phrases defined in the General Conditions, Supplementary General Conditions, and References (Section 01060) shall have the same meaning and intent in this Agreement.

2.4 Entire Contract; Interpretation. This Agreement, together with the Contract Documents, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the Parties with respect thereto (including without limitation, Owner's award of the Contract to Contractor and any applicable letter of intent), unless such agreement is expressly incorporated herein. Owner makes no representations or warranties, express or implied, not specified in this Agreement or the Contract Documents. This Agreement and the Contract Documents are the product of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party shall not be employed in the interpretation of this Agreement or the Contract Documents.

2.5 (NOT USED)

2.6 Severability. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

2.7 Amendments. The terms of this Agreement or the Contract Documents shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except as authorized by the Contract documents or by a written instrument signed by the Parties.

2.8 Further Assurances. The Parties shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement and the Contract Documents.

ARTICLE 3 – CONTRACT PRICE

3.1 Contract Price Breakdown. Subject to additions and deductions by Change Order(s) as provided in the Contract Documents, the Owner agrees to pay and Contractor agrees to accept, in full payment for completion of the Work in accordance with the Contract Documents as follows:

BID SCHEDULE

Bid Items			
Item	Description	Unit	Total Bid Item Price, dollars
1.	Mobilization/Demobilization (not to exceed 6% of Total Bid Price)	L.S.	360,000
2.	Worker Protection and Safety/Shoring pursuant to the California Labor Code all applicable safety orders and permits.	L.S.	1,400,000
3.	All Work in accordance with the Contract Documents, with the exception of work included under bid Items 1 through 2.	L.S.	4,874,000

TOTAL BID AWARD PRICE (Items 1 through 3) \$ 6,634,000

TOTAL BID AWARD PRICE (in words) Six Million Six Hundred Thirty-Four Thousand Dollars

The above Total Contract Price includes all allowances, if any, provided for in the Contract Documents.

Progress and final payments shall be in accordance with the General Conditions.

When, under the provisions of this Agreement, Owner shall charge any sum of money against Contractor, Owner shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due to the Contractor from Owner. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay Owner's charges against him, Owner shall have the right to recover the balance from Contractor or its sureties.

Compensation for Unit Price Items shall be based upon the unit prices stated in above schedule times the actual quantities or units of work and materials performed or furnished. Unit prices paid by the Owner may change depending on actual quantities or units or work completed in accordance with Section 01250- 1.04, **INCREASED OR DECREASED QUANTITIES**.

3.2 Substitution of Securities for Money Withheld. At any time prior to final payment, Contractor may request substitution of securities for any money withheld by the Owner to ensure performance of the Agreement in the manner as provided by California Public Contract Code section 22300. At the expense of the Contractor, securities equivalent to the money withheld may be deposited with the Owner or with an approved financial institution as escrow agent according to a separate Security Agreement. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit.

ARTICLE 4 – CONTRACT TIMES

4.1 Time is of the Essence. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of this Agreement.

4.2 Commence Work. Contractor shall commence execution of the Work on the date established in the Notice to Proceed. The Owner reserves the right to modify or alter the Commencement Date of the Work.

4.3 Days to Achieve Contract Times. The Contractor shall diligently execute the Work to complete each Milestone listed below within the following number of consecutive calendar days from the date established in the Notice to Proceed for the commencement of the Contract Time.

Times Allowed for Completion

Milestone	Contractual Completion Event	Completion Time (# of calendar days from Notice to Proceed date)
A	Substantial Completion of Excavation and Shoring	280
B	Substantial Completion of Wet Well Structure	590
C	Substantial Completion of Infiltration Gallery Testing	660
D	Final Completion of All Work	700

Milestones – Milestones A, B and C are defined in Section 01140. Milestone D is defined in Section 01060, REFERENCES.

4.4 Liquidated Damages. The Owner and Contractor recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss if the Work is not completed within the contract times specified in 4.3, **Days to Achieve Contract Times**. The actual fact of the occurrences of damages and the actual amount of the damages which Owner would suffer if the Work were not completed within the specified times set forth above are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it would be impracticable and extremely difficult to fix the actual damages.

Damages which Owner would suffer in the event of delay include loss of the use of the Project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, inspection, and supervision; the loss suffered by the public within the Owner’s constituent cities by reasons of the delay in the completion of the project to serve the public at the earliest possible time; and, costs associated with ongoing and extended permit compliance.

Accordingly, the Owner and the Contractor agree that as liquidated damages for delay, Contractor will forfeit and pay to the Owner liquidated damages in the amounts set forth in the table below, per day for each and every calendar day that expires after the time for completion specified in Section 4.3, **Days to Achieve Contract Times**, except as otherwise provided by extension of time pursuant to Section 00700-6.4, **Time Extensions**, of the General Conditions.

Damages for Delays

Milestone	Contractual Completion Event	Dollars Per Day Liquidated Damages (Amount in Dollars)
A, B and C	Substantial Completion of Various Selected Facilities	\$4,000.00
D	Final Completion of all Work	\$1,500.00

4.5 Damages for Violations of Environmental Impact Mitigation Requirements. The Contractor recognizes that the Owner has defined environmental controls for the Work to promote compliance with the environmental impact mitigation requirements identified in the Owner’s certified Final Initial Study / Mitigated Negative Declaration and related mitigation monitoring and reporting plan for the Work. In addition to the liquidated damages specified in Section 4.4, **Liquidated Damages**, the Owner and the Contractor agree that as liquidated damages for penalties imposed on and costs incurred by the Owner as a result of violations of such requirements caused by the actions or inactions of the Contractor, its employees, or subcontractors, including delays in the execution of the Work, the Contractor will forfeit and pay the Owner up to a maximum of \$10,000 per calendar day. Costs related to such penalties and violations include, without limitation, Owner staff time, Owner equipment costs, materials, Owner’s consultants and legal fees.

ARTICLE 5 – INSURANCE AND BONDS

5.1 Insurance. Contractor shall maintain in full force and effect at all times during the term of the Agreement, at its sole expense, policies of insurance in accordance with the General Conditions and the Supplementary Special Conditions. By execution of this Agreement, the Contractor certifies as follows:

“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 contract.”

5.2 Faithfull Performance Bond and Payment Bond. The Contractor, simultaneously with the execution of the Agreement, will be required to furnish a Faithful Performance Bond to guarantee the Faithful Performance of the Contract equal to one hundred (100%) of the Total Contract Price set forth in Article 4 and a Payment Bond required by Part 4, Title 15, Chapter 7, Division Three of the Civil Code of the State of California equal to one hundred percent (100%) of the Total Contract Price set forth in Article 4. The bonds must be issued by a surety company admitted in California and with a current A.M. Best’s rating of no less than A-:VII or equivalent, unless otherwise approved by Agency.

Any alteration(s) made in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alteration(s) is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 and 2845 of the California Civil Code.

Contractor must submit the following document with the bonds: The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

ARTICLE 6 – OWNER’S REPRESENTATIVE(S) AND OWNER’S CONSULTANTS

6.1 Owner’s Representative. The Owner has designated the General Manager, or his/her designee to act as Owner’s Representative. The Owner may change the individual(s) acting as Owner’s Representative(s), or delegate one or more specific functions to one or more specific Owner’s Representative at any time with notice and without liability to Contractor. Each Owner’s Representative is the beneficiary of all Contractor obligations to the Owner, including without limitation, all releases and indemnities. All documents requiring the signature/approval of Owner shall be signed by the Owner’s Representative.

6.2 Engineer. The Owner has designated West Yost Associates Consulting Engineers to act as Engineer. The Engineer is included within and covered by Contractor’s release and indemnity obligations to the Owner.

6.3 Construction Manager. The Owner will designate a consultant to act as Construction Manager. The Owner may assign, upon mutual agreement, all or part of the Owner’s Representative’s duties, rights and responsibilities to the Construction Manager. The Construction Manager is the beneficiary of all Contractor obligations to the Owner, including without limitation, all releases and indemnities.

ARTICLE 7 – CONTRACTOR’S REPRESENTATIONS

7.1 Representations and Warranties. In order to induce the Owner to enter into this Agreement, Contractor makes the following representations and warranties:

- A. Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- B. Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, record drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which are identified in Section 00200, **INFORMATION AVAILABLE TO BIDDERS**, or which may appear in the Contract Documents. Contractor further acknowledges and agrees that, in executing the Agreement, it is relying on its own observation of (1) the site of the Work, (2) access to the Site, (3) all other data and matters requisite to the fulfillment of the Work and on its own knowledge of existing facilities on and in the vicinity of the site of the Work to be constructed under the Contract, (4) the conditions to be encountered, (5) the character, quality and scope of the proposed Work, (6) the quality and quantity of the materials to be furnished, and (7) the requirements of the Contract, the plans, the specifications, and other related information made available to Contractor by the Owner.
- C. Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

- D. Contractor has given the Owner prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and record drawings and actual conditions and the written resolution thereof (if any) through Addenda issued by the Owner is acceptable to Contractor.
- E. Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.
- F. Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Contractor.

Contractor has listed the following Subcontractors consistent with the Subcontractor Listing Law, California Public Contract Code §4100 <i>et seq.</i> :		
Name of Subcontractor and Address of Mill or Shop	Description of Subcontractor's Work	Subcontractor's License No.
R&W Concrete Contractors, Inc. San Carlos, CA	Structural concrete	306552
M A McClish Excavating Inc. Santa Rosa, CA	Shoring	628032
Wimmer Excavating Orland, CA	Earthwork	624919
Layfield Spring Valley, CA	Geomembrane Liner	837614
CMC Rebar Tracy, CA	Rebar	778010
Bockmon & Woody Electric Co, Inc. Stockton, CA	Electrical	588308

ARTICLE 8 – LABOR CODE COMPLIANCE AND DAVIS-BACON WAGES

8.1 California Labor Code. Pursuant to the provisions of Section 1770 *et seq.* of the California Labor Code, which are hereby incorporated by reference and made a part hereof, the Director of the Department of Industrial Relations has determined the general prevailing rate of the per diem wages and the general prevailing rate for holiday and overtime Work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to perform the Work. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at Turlock City Hall office, or may be downloaded from the State Department of Industrial Relations website, Division of Labor Statistics and Research, <http://www.dir.ca.gov/dlsr/>. The rate of prevailing wage for any craft, classification or type of workmanship to be employed in performing the Work is the rate established by the applicable collective bargaining contract which rate so provided is hereby adopted by reference and shall be

effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate is adopted.

It shall be mandatory for the Contractor and all subcontractors to pay not less than such specified prevailing wage rates to all workers employed in the performance of the Work. If any worker engaged in the performance of the Work is paid less than the specified prevailing wage rate, the Contractor shall pay to each such worker the difference between the specified prevailing wage rate and the actual amount paid to such worker for each calendar day or portion thereof. In addition, Contractor shall comply with the provisions of California Labor Code section 1775, including provisions which require Contractor to (a) forfeit as penalty to Owner not more than \$200 for each calendar day or portion thereof for each worker (whether employed by Contractor or any subcontractor) paid less than the applicable prevailing wage rates for any work done under this Contract in violation of the provisions of the California Labor Code, and (b) pay to each worker the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week for all laborers, workers and mechanics employed in connection with the performance under the Contract Documents or any subcontract thereunder, and showing the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by Owner and its agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold Owner harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto. Contractor shall be responsible to ensure compliance with section 1776. Failure to comply with that section may result in the California Labor Commissioner's assessment of a penalty of \$100 per day per affected worker.

The Contractor shall post, at each jobsite, a copy of such prevailing rate of per diem wages as determined by the Director for the California Department of Industrial Relations.

The successful Bidder and its subcontractors shall employ the appropriate number of apprentices, in each apprenticeable craft, on the project site as stipulated in California Labor Code sections 1777.5, 1777.6 and 1777.7. Failure to comply may result in the California Labor Commissioner's assessment of a penalty of \$100 for each day of noncompliance.

8.2 Davis-Bacon Wages (Not Used)

ARTICLE 9 – MISCELLANEOUS PROVISIONS

9.1 Assignment. Contractor shall not assign this Contract or any rights under or interests in the Contract without the Owner's written approval. No assignment will release or discharge the Contractor from any duty or responsibility under the Contract Documents.

9.2 Successors and Assigns; No Third Party Beneficiaries. The provisions of this Agreement and the Contract Documents shall inure to the benefit of and shall apply to and bind the successors and permitted assigns of the Parties. Nothing contained in this Agreement or the

Contract Documents is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors and permitted assigns, any rights or remedies hereunder.

9.3 Contractor Bankrupt. If Contractor should commence any proceeding under federal bankruptcy law, or if Contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the Board of the Owner may, without prejudice to any other right or remedy, terminate the Agreement and complete the Work by giving notice to Contractor and its surety according to the General Conditions.

Owner shall have the right to complete, or cause completion of the Work, all as specified in the General Conditions.

9.4 Unfair Competition. The following provision is included in this Agreement pursuant to California Public Contract Code Section 7103.5.

"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assigning to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, with further acknowledgment by the parties."

9.5 Nondiscrimination and Equal Opportunity. The Contractor shall not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any affirmative obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract approved by Owner.

9.6 No Waiver of Remedies. Neither the inspection by Owner or its agents, nor any order or certificate for payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by Owner, nor any extensions of time, nor any positions taken by Owner or its agents shall operate as a waiver of any provision of this Agreement or the Contract Documents or of any power herein reserved to Owner or any right to damages herein provided, nor shall any waiver of any breach of this Agreement or of the Contract Documents be held to be a waiver of any other or subsequent breach. All remedies provided in this Agreement and in the Contract Documents shall be taken and construed as cumulative; that is, in addition to each and every other remedy provided in this Agreement and/or the Contract Documents, and Owner shall have any and all equitable and legal remedies, which it would in any case have.

9.7 Governing Law. This Agreement and the Contract Documents shall be deemed to have been entered in the County of Stanislaus, State of California, and governed by California law (excluding choice of law rules). By entering into this Agreement, the Contractor consents and submits to the jurisdiction of Courts of the State of California, over any action of law, suit in equity, and/or other proceeding that may arise out of the Contract Documents.

9.8 Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement or the Contract Documents shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

- A. personal delivery, in which case notice is effective upon delivery;
- B. certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
- C. nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service;
- D. facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a non-business day.

Any written notice to Contractor shall be sent to:

C. Overaa & Co.

200 Parr Boulevard

Richmond, CA 94801

Attn: Jeff Naff, Vice President

Any written notice to Owner shall be sent to:

Stanislaus Regional Water Authority

156 South Broadway

Turlock, CA 95380

Attn: Mike Brinton, Interim General Manager

9.9 Execution in Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have signed the Agreement on the date set forth opposite their names.

CONTRACTOR: C. Overaa & Co.

(If Contractor is corporation, must be signed by two authorized officers of the corporation.)

Date:

Tax I.D. Number:

Signature

Signature

Larry Etcheverry

Erin Overaa Dissman

Print Name

Print Name

Vice President

Corporate Secretary

Title

Title

STANISLAUS REGIONAL WATER
AUTHORITY, a joint powers authority:

Date:

Mike Brinton, Interim General Manager

ATTEST:

FUNDING AVAILABLE:

Allison Martin, Board Secretary

Marie Lorenzi, Finance Director

APPROVED AS TO CONTENT AND FORM:

Richard P. Shanahan, Special Counsel

CERTIFICATE OF ACKNOWLEDGMENT pursuant to Civil Code, Section 1189, must be provided.

State of California
County of Stanislaus

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

END OF SECTION

Name of Bidder: C. Overaa & Co.

SECTION 00400

BID FORM

**STANISLAUS REGIONAL WATER AUTHORITY
STANISLAUS COUNTY, CALIFORNIA**

Project Title: RAW WATER PUMP STATION, PHASE 1

THIS BID IS SUBMITTED BY:

Name of Bidder: C. Overaa & Co.

SUBMIT BID TO:

**City Clerk's Office
City of Turlock
156 South Broadway
Turlock, CA 95380**

**NO LATER THAN: 2:00 P.M.
DATE OF BID: December 6, 2017**

BID OPENING:

**City Council Chambers
City of Turlock
156 South Broadway
Turlock, CA 95380**

**APPROXIMATELY 2:15 P.M.,
SAME DAY**

TO: Board of the Stanislaus Regional Water Authority

BID IS SUBMITTED ON: December 6, 2017 (Month/Day)

IMPORTANT NOTE:

All prices and bids must be in ink or typewritten. No pencil figures or erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person submitting the Bid. Changes in or additions to the Bid Form, recapitulations of the work bid upon, alternative bids, or any other modifications of the Bid Form which are not specifically called for in the Bid Form, will result in rejection of the bid by the Owner. The Owner will treat all such bids as not being responsive to the Invitation for Bids. The Owner will not consider any oral or telephonic or email modification of any bid submitted.

Proposed prices shall be for the total net price including all applicable taxes and charges (unless otherwise specified), delivered F.O.B., Stanislaus Regional Water Authority Raw Water Pump Station site, located near Fox Grove Recreation and Fishing Access at the Tuolumne River and Geer Road. Information must be furnished complete in compliance with the Contract Documents. The information requested and the manner of submission are essential to permit prompt evaluation of all Bids on a fair and uniform basis. Accordingly, the Owner reserves the right to declare as non-responsive, and reject any Bid in which material information requested is not furnished or where indirect or incomplete answers or information is provided.

TABLE OF CONTENTS

SECTION	PAGE
I BIDDER REPRESENTATIONS.....	3
II ADDENDA.....	4
III BID SCHEDULE.....	4
IV COMPLETION.....	5
V BID GUARANTY.....	6
VI AFFIDAVIT OF NONCOLLUSION.....	6
VII SUBCONTRACTOR LISTING.....	6
VIII ATTACHMENTS.....	6
IX BIDDER'S CALIFORNIA CONTRACTOR'S LICENSE INFORMATION.....	6
X BIDDER'S CALIFORNIA PUBLIC WORKS PROJECT REGISTRATION INFORMATION...	7

Submit with Bid:

Attachment A Certification of Bidder's Experience & Qualifications.....	A-1
Attachment C Designation of Subcontractors.....	C-1
Attachment D Schedule of Major Equipment and Material Suppliers.....	D-1
Attachment E Bidder's Bond.....	E-1
Attachment F Non-Collusion Declaration.....	F-1
Attachment G Iran contracting Act Certification.....	G-1

Submit within three (3) business days following the opening of Bids:

Attachment A <u>Item C</u> . Bidder's Financial Information marked "Confidential".....	A-9
Attachment B Certification of Ground Improvement Subcontractor's Experience & Qualifications.....	B-1
Attachment H Bid Document Certification.....	H-1
Attachment I Certification of Receipt and Understanding of the Project Environmental Mitigation and Monitoring and Reporting Program (MMRP).....	I-1

I BIDDER REPRESENTATIONS

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform all Work as specified or indicated in the Contract Documents within the specified time and for the price indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

The undersigned Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation, those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

As provided by Section 4552, et. Seq., of the California Government Code, in submitting a Bid to the Owner, the Bidder offers and agrees that if the Bid is accepted, it will assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the Owner pursuant to the bid. Such assignment shall be made and become effective at the time the Owner tenders final payment to the Bidder.

In submitting this Bid, the undersigned Bidder represents that:

- Bidder has visited the site and become familiar with and satisfied itself as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.
- Bidder is familiar with and has satisfied itself as to all federal, state, and local laws and Regulations and Permits that may affect cost, progress, and performance of the Work.
- Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Contract Documents.
- Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Contract Documents.

Name of Bidder: C. Overaa & Co.

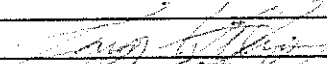

- Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

As to the nature and scope of the Work, Bidder has given the Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by the Owner, if made, is acceptable to Bidder, and where said conflicts, etc., have not been resolved through the interpretations or clarifications by the Owner because of insufficient time or otherwise, Bidder has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost.

The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

II ADDENDA

Bidder has purchased a complete set of Contract Documents and carefully examined and studied the Contract Documents, all related information available to Bidders as defined in the Contract Documents, and the following Addenda, receipt of all of which is hereby acknowledged. A Bid may be deemed non-responsive if all Addenda issued by Owner are not listed.

Addendum Number	Addendum Date	Signature of Bidder
1	11/21/2017	
2	12/4/2017	

III BID SCHEDULE

Pursuant to your published Invitation for Bids for the above-referenced project, and in accordance with the approved Plans and Specifications for that project, the following Bid for said entire project is submitted by the firm indicated on this Bid Form.

The undersigned Bidder proposes and agrees to contract with the Owner to perform all of the above work, including subsidiary obligations as defined in the Contract Documents for the prices indicated in the BID SCHEDULE below.

Pursuant to the provisions of the California Labor Code Section 6707, each bid submitted shall contain, in the bid, the amount included for adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation, which shall conform

Name of Bidder: C. Overaa & Co.

to applicable safety orders. By listing this sum in base bid item 2 below, the Bidder warrants that its action does not convey tort liability to the Owner, the Engineer, the Construction Manager, and other employees, agents, and subconsultants.

Further in submitting its Bid, the undersigned Bidder understands and agrees that that the Total Bid Price is determined by the sum total of all respective bid item amounts in the Bid Schedule shown below. In the event the addition of the bid item extended amounts does not equal the Total Bid Price, the corrected addition of all bid item extended amounts will govern and the Owner will correct the respective total accordingly. In case of discrepancy between words and figures, words will prevail.

Bid Items are further described in Section 01200, MEASUREMENT AND PAYMENT and Section 01210, ALLOWANCES.

BID SCHEDULE

Bid Items			
Item	Description	Unit	Total Bid Item Price, dollars
1.	Mobilization/Demobilization (not to exceed 6% of Total Bid Price)	L.S.	360,000
2.	Worker Protection and Safety/Shoring pursuant to the California Labor Code all applicable safety orders and permits.	L.S.	1,400,000
3.	All Work in accordance with the Contract Documents, with the exception of work included under bid Items 1 through 2.	L.S.	4,874,000

TOTAL BID PRICE (Items 1 through 3) \$ 6,634,000

TOTAL BID PRICE (in words) Six million six hundred thirty four thousand dollars

Bid prices shall include everything necessary for the completion of the work stipulated in the Contract Documents, including but not limited to providing the materials, equipment, tools, plant and other facilities, and the management, superintendence, labor and services. Bid prices shall include all federal, state and local taxes.

IV COMPLETION

In accordance with the Specifications, the undersigned Bidder agrees to plan the Work and to prosecute it with such diligence that said Work shall be commenced within ten (10) days after the date of Notice to Proceed and shall be completed within the contract completion times specified in the Agreement. Furthermore, the undersigned Bidder accepts the liquidated damages specified in the Agreement in the event of failure to complete the Work within the specified times.

Name of Bidder: C. Overaa & Co.

V BID GUARANTY

Bid security must be a Bidders Bond, a certified check or cashiers check payable to the Stanislaus Regional Water Authority, or cash. Bids secured by personal checks or personal guarantees will be rejected. Bid security must be in an amount not less than ten percent (10%) of the Total Bid Price.

VI AFFIDAVIT OF NONCOLLUSION

In accordance with California Public Contract Code 7106, the Bidder must complete, sign and submit Attachment F - Non-Collusion Declaration with its Bid.

VII SUBCONTRACTOR LISTING

In accordance with the California Public Contract Code, Division 2, Part 1, Chapter 4, Section 4100, and following, the subcontractors listed on the Bid Form attachment will perform the indicated work of improvement on the project.

VIII ATTACHMENTS

The Bidder shall complete all parts of, and submit with its Bid, the following attachments:

- A. Certification of Bidder's Experience & Qualifications.
- B. Certification of Ground Improvement Subcontractor's Experience & Qualifications.
- C. Designation of Subcontractors
- D. Schedule of Major Equipment and Material Suppliers
- E. Bidder's Bond
- F. Non-Collusion Declaration
- G. Iran Contracting Act Certification

In addition, the following attachment requires submittal within three (3) business days following the opening of Bids:

- A. Item C – Bidder's Financial Information marked "Confidential"
- H. Bid Document Certification
- I. Certification of Receipt and Understanding of the Project Environmental Mitigation Monitoring and Reporting Program (MMRP)

IX BIDDER'S CALIFORNIA CONTRACTOR'S LICENSE INFORMATION

The undersigned Bidder is licensed in accordance with Chapter 9, Division 3 of California Business and Professions Code and section 3300 of the California Public Contract Code, and the laws of the State of California

Bidder's Valid California Contractor's License No. 106793
Classification(s) A, B
Expiration Date: 5/31/2019
Bidder has contracted under this license number for 69 Years

Name of Bidder: C. Overaa & Co.

X BIDDER'S CALIFORNIA PUBLIC WORKS PROJECT REGISTRATION INFORMATION

The undersigned Bidder is registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Bidder's Valid Public Works Registration No. 1000000871

Registration Date: 5/8/2017

Expiration Date: 6/30/2018

The undersigned hereby swears and certifies under the penalty of perjury that all representations made herein are true.

If Bidder is:

An Individual

Name (typed or printed): N/A

By: _____
(Individual's signature)

Doing business as: _____

Business Address: _____

Phone Number: () _____ FAX Number: () _____

Email Address of Authorized Representative: _____

Name of Bidder: C. Overaa & Co.

A Partnership

Partnership Name (typed or printed): N/A

By: _____
(Signature of general partner)

Name (typed or printed): _____

Business Address: _____

Phone Number: () _____ FAX Number: () _____

Email Address of Authorized Representative: _____

A Corporation

Corporation Name (typed or printed): C. Overaa & Co.

State of Incorporation: California

By: _____ (SEAL)
(Signature)

Name (typed or printed): Larry Etcheverry

Title: Vice President

Attest: _____
(Signature of Corporate Secretary)

Name (typed or printed): Erin Overaa Dissman

Date of Qualification to do business is 10/7/1948

Business Address: 200 Parr Blvd., Richmond, CA 94801

Phone Number: () 510-234-0926 FAX Number: () 510-237-2435

Email Address of Authorized Representative: larrye@overaa.com

Name of Bidder: C. Overaa & Co.

A Joint Venture

Joint Venture Name (typed or printed): N/A

By: _____
(Signature of Joint Venture Partner)

Name (typed or printed): _____

Title: _____

Business Address: _____

Phone Number: () _____ FAX Number: () _____

Email Address of Authorized Representative: _____

Joint Venture Name (typed or printed): _____

By: _____
(Signature of Joint Venture Partner)

Name (typed or printed): _____

Title: _____

Business Address: _____

Phone Number: () _____ FAX Number: () _____

Email Address of Authorized Representative: _____

Joint Venture Name (typed or printed): _____

By: _____
(Signature of Joint Venture Partner)

Name (typed or printed): _____

Title: _____

Business Address: _____

Phone Number: () _____ FAX Number: () _____

Email Address of Authorized Representative: _____

Name of Bidder: C. Overaa & Co.

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ATTACHMENT A

CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS

PROJECT: Raw Water Pump Station, Phase 1

The undersigned Bidder represents that it is duly licensed, competent, and knowledgeable and has the special skills on the nature, extent and inherent conditions of the work to be performed on this project. Bidder further acknowledges that the conditions inherent in the construction of particular facilities may create, during construction, unusual or unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such risks and that it has the skill and experience to foresee and to adopt and implement protective measures to adequately and safely perform the construction work with respect to such hazards. The prospective Bidder's qualifications and responses to the questions set forth below are part of the Owner's evaluation of the Bidder's eligibility to receive the award based on the Bidder's responsibility and responsiveness. The Owner has determined that only Bidders meeting the mandatory minimum experience and qualification requirements set forth below will have the requisite quality, fitness, capacity and experience to perform the highly complex and vital construction work on this Project.

A. QUESTIONS REGARDING BIDDER'S RESPONSIBILITY AND FITNESS TO CONTRACT FOR THE WORK.

If the Bidder answers "Yes" to any of questions 1 through 9 below, the Bidder must provide on a separate sheet a complete, detailed explanation of all of the facts and circumstances concerning the reasons for answering "Yes", and shall provide written documentation supporting its response.

1. Has your company's contractor's license been revoked at any time in the last five years?
 Yes No
2. Within the last five years, has a surety company completed a contract on your company's behalf, or paid for the completion of a contract to which your company was a party, because your company was considered to be in default or was terminated with cause by the project owner?
 Yes No
3. At the time of submitting this minimum qualification questionnaire, is your company ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either California Labor Code section 1777.1 or Labor Code section 1777.7?
 Yes No
4. At any time in the last five years, has your company, or any of its officers or partners been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of any federal, state or local government contract?
 Yes No

Name of Bidder: C. Overaa & Co.

5. Has your company or any of its owners, officers or partners ever been found liable in a civil suit for making any false claim or material misrepresentation to any federal, state or local public agency or entity?

Yes No

6. In the last five years, has your company been denied an award of a public works contract based on a finding by any federal, state or local public agency that your company was not a responsible Bidder?

Yes No

7. In the last three years, has your company been debarred from bidding on, or completing, any government agency or public works construction contract for any reason?

NOTE: If there is a pending administrative or court action challenging a debarment, you need not include that debarment in responding to this question.

Yes No

8. As a result of your company's actions or inactions, has the federal EPA, Region IX, a local California air quality management or air pollution control district, Regional Water Quality Control Board, or State Water Resources Control Board successfully and finally assessed penalties either against your company, or against an owner for violations occurring on a project on which your company was the contractor, three or more times in the past three years?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

9. As a result of your company's actions or inactions, has the federal EPA, Region IX, a local California air quality management or air pollution control district, Regional Water Quality Control Board, or State Water Resources Control Board successfully and finally assessed a single penalty either against your company, or against an owner for a violation occurring on a project on which your company was the contractor, for a penalty amount over \$100,000 in the last three years?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

B. MANDATORY MINIMUM EXPERIENCE REQUIREMENTS

The Bidder has been engaged in the contracting business, under the present business name for 69 years and has experience in work of a nature similar to this project which extends over a period of 20+ years (Bidder must show at least eight (8) years of related experience). Work of similar nature is described below.

The Bidder, as a Contractor, has never failed to satisfactorily complete a contract awarded to it, except as follows: N/A Yes, if yes, explain on a separate, signed sheet:

Name of Bidder: C. Overaa & Co.

Pursuant to the Owner's Resolution #2017-012, dated September 28, 2017, entitled "Resolution of the Board of the Stanislaus Regional Water Authority, approving the Raw Water Pump Station Phase 1 Project Plans and Specifications and Authorizing Advertisement for Bids", for the Owner to consider the Bidder a responsible Bidder for this specific procurement, given the complexity and importance of the timely and successful completion of the Project to further interests of the Owner and its member agencies, the Bidder must provide all information required below demonstrating that it has performed the following:

1. At least **\$50 Million** in construction volume on no more than **seven (7)** projects completed since **January 1, 2010** on one or more of the following types of projects:
 - a. Water or wastewater treatment plant; or
 - b. Municipal stormwater or sewage pump station; or
 - c. Power or industrial plant project; or
 - d. Flood protection improvement
2. Among the projects listed in (1) above, at least **\$5 Million** in construction volume on at least **two (2)** projects which included shored excavations equal to or deeper than **15 feet**.
3. Among the projects listed in (1) above, at least **two (2)** projects which included concrete water-bearing structures deeper or taller than 10 feet, with volumes of at least **100,000 gallons**.

The Bidder can include project(s) currently under construction, but only the total amount paid by the Owner(s) as of **September 1, 2017** on uncompleted project(s) can be included in this summation of construction volume. The Bidder is allowed to list up to a maximum of **seven (7)** projects of the types listed above, that combined, will add up to at least **\$50 Million** in completed volume of work. Any projects listed below which are not as defined above will not be considered by the Owner in meeting this pre-requisite experience requirement. For example, pipeline projects are not considered a treatment plant or a pump station.

If the Bidder is a Joint Venture of two or more companies, each participant in the Joint Venture shall meet this prior project experience requirement and provide project information for each Joint Venture participant in the format found below.

Bidders are to complete this form and not attach their own form to the Bid Form.

Name of Bidder: C. Overaa & Co.

Project #1 Name: Turlock Headworks & Secondary Treatment Capacity Expansion
Owner: City of Turlock
Construction Cost: \$ 23,222,652
Shored Excavation Depth (if any): 24 feet
Volume of Concrete Water-Bearing Structures (if any): 1,000,000 gallons
Construction Time: 886 calendar days
Owner's Representative: Stephen Fremming sfremming@turlock.ca.us
Owner's Representative Telephone No.: (209) 668-5599
Engineer or On-Site Construction Mgr: Carollo Engineers - Mike Britten
Engineer or On-Site CM's Telephone No.: 925-932-1710
Date of Substantial Completion: 12/15/2014
Duration of Project (in months): 29

Project #2 Name: Napa Influent Pump Station Expansion
Owner: Napa Sanitation District
Construction Cost: \$ 15,667,600
Shored Excavation Depth (if any): 45 feet
Volume of Concrete Water-Bearing Structures (if any): 200,000 gallons
Construction Time: 670 calendar days
Owner's Representative: Andrew Damron adamron@napasan.com
Owner's Representative Telephone No.: (707) 258-6000
Engineer or On-Site Construction Mgr: The Covello Group - Ed O'Brien
Engineer or On-Site CM's Telephone No.: (925) 933-2300
Date of Substantial Completion: 5/1/2015
Duration of Project (in months): 22

Name of Bidder: C. Overaa & Co.

Project #3 Name: Gilroy Influent Pump Station

Owner: South County Regional Wastewater Authority (SCRWA)

Construction Cost: \$ 5,815,051

Shored Excavation Depth (if any): 30 feet

Volume of Concrete Water-Bearing Structures (if any): 150,000 gallons

Construction Time: 335 calendar days

Owner's Representative: Saeid Vaziry

Owner's Representative Telephone No.: 408-848-0480

Engineer or On-Site Construction Mgr: Harris & Associates - Michelle Leonard

Engineer or On-Site CM's Telephone No.: (925) 827-4900

Date of Substantial Completion: 9/1/2011

Duration of Project (in months): 11

Project #4 Name: Merced Wastewater Treatment Facility Upgrade and Expansion Phase IV

Owner: City of Merced

Construction Cost: \$ 30,795,380

Shored Excavation Depth (if any): N/A feet

Volume of Concrete Water-Bearing Structures (if any): 500,000 gallons

Construction Time: 761 calendar days

Owner's Representative: Bill Osmer osmerb@cityofmerced.org

Owner's Representative Telephone No.: (209) 385-6892

Engineer or On-Site Construction Mgr: Carollo Engineers - John Nielsen

Engineer or On-Site CM's Telephone No.: 925-932-1710

Date of Substantial Completion: 5/1/2011

Duration of Project (in months): 25

Name of Bidder: C. Overaa & Co.

Project #5 Name: Merced WWTF Phase V Solids Handling Project

Owner: City of Merced

Construction Cost: \$ 27,436,284

Shored Excavation Depth (if any): 15 feet

Volume of Concrete Water-Bearing Structures (if any): N/A gallons

Construction Time: 549 calendar days

Owner's Representative: Bill Osmer osmerb@cityofmerced.org

Owner's Representative Telephone No.: (209) 385-6892

Engineer or On-Site Construction Mgr: Carollo Engineers - John Nielsen

Engineer or On-Site CM's Telephone No.: 925-932-1710

Date of Substantial Completion: 1/1/2013

Duration of Project (in months): 18

Project #6 Name: _____

Owner: _____

Construction Cost: \$ _____

Shored Excavation Depth (if any): _____ feet

Volume of Concrete Water-Bearing Structures (if any): _____ gallons

Construction Time: _____ calendar days

Owner's Representative: _____

Owner's Representative Telephone No.: _____

Engineer or On-Site Construction Mgr: _____

Engineer or On-Site CM's Telephone No.: _____

Date of Substantial Completion: _____

Duration of Project (in months): _____

Name of Bidder: C. Overaa & Co.

Project #7 Name: _____

Owner: _____

Construction Cost: \$ _____

Shored Excavation Depth (if any): _____ feet

Volume of Concrete Water-Bearing Structures (if any): _____ gallons

Construction Time: _____ calendar days

Owner's Representative: _____

Owner's Representative Telephone No.: _____

Engineer or On-Site Construction Mgr: _____

Engineer or On-Site CM's Telephone No.: _____

Date of Substantial Completion: _____

Duration of Project (in months): _____

Total Construction Volume of listed Project(s) above: \$ 102,936,967

PROJECT MANAGER EXPERIENCE - To be submitted with Bid.

The Bidder shall name below the Project Manager who will be assigned to this Project and will be personally present on-site full time during construction. Bidder shall submit past completed treatment plant, pump station, power or industrial plant or flood protection improvement project experience of this person. List **three (3)** such completed projects below where the individual named below held the position of Project Manager. The demonstrated experience of the Project Manager must have been within the last **ten (10)** years. The projects listed must be of the same types of projects required of the Bidder. Among the listed projects, the following must be demonstrated:

1. One (1) project must have a contract amount greater than **\$4 million**.
2. One (1) project must include shored excavation deeper than **20 feet**.
3. One (1) project must include a concrete water-bearing structure at least **15 feet** in height

Name of Project Manager: Rich Pappas

Number of Years of Total Construction experience as a Project Manager assigned to the types of projects as defined above: 22 years

Number of Years as a Project Manager for your Company: 13 years

Name of Bidder: C. Overaa & Co.

Project #1 Name: Turlock Headworks & Secondary Treatment Capacity Expansion

Owner: City of Turlock

Construction Cost: \$ 23,222,652

Shored Excavation Depth (if any): 24 feet

Volume of Concrete Water-Bearing Structures (if any): 1MM gallons

Construction Time: 886 calendar days

Owner's Representative: Stephen Fremming sfremming@turlock.ca.us

Owner's Representative Telephone No.: 209-668-5599

Engineer or On-Site Construction Mgr: Carollo Engineers - Mike Britten

Engineer or On-Site CM's Telephone No.: 925-932-1710

Date of Substantial Completion (must be within the last ten [10] years): 12/15/2014

Duration of Project (in months): 29

Project #2 Name: Gilroy Influent Pump Station

Owner: South County Regional Wastewater Authority (SCRWA)

Construction Cost: \$ 5,815,051

Shored Excavation Depth (if any): 30 feet

Volume of Concrete Water-Bearing Structures (if any): 150,000 gallons

Construction Time: 335 calendar days

Owner's Representative: Saeid Vaziry saeid.vaziry@ci.gilroy.ca.us

Owner's Representative Telephone No.: 408-848-0480

Engineer or On-Site Construction Mgr: Harris & Associates - Michelle Leonard

Engineer or On-Site CM's Telephone No.: 925-827-4900

Date of Substantial Completion (must be within the last ten [10] years): 9/1/2011

Duration of Project (in months): 11

Name of Bidder: C. Overaa & Co.

Project #3 Name: Merced WWTF Phase V Solids Handling Project
Owner: City of Merced
Construction Cost: \$ 27,436,284
Shored Excavation Depth (if any): 15 feet
Volume of Concrete Water-Bearing Structures (if any): N/A gallons
Construction Time: 549 calendar days
Owner's Representative: Bill Osmer osmerb@cityofmerced.org
Owner's Representative Telephone No.: 209-385-6892
Engineer or On-Site Construction Mgr: Carollo Engineers - John Nielsen
Engineer or On-Site CM's Telephone No.: 925-932-1710
Date of Substantial Completion (must be within the last ten [10] years): 1/1/2013
Duration of Project (in months): 18

This form is to be fully completed and submitted by the Bidder with the Bid. Bidder is not allowed to provide a substitute form of similar information.

The Owner will check project references listed to verify information provided along with skills and capacity represented by Bidder. It is very important that the Bidder verify that all contact information is current for each name listed above.

Failure of the Bidder to provide current and valid project contact information, all information required by this Attachment A certification, and/or failure of the Bidder to meet both the pre-requisite Company and Project Manager experience may be grounds for the Owner to determine the Bidder to be non-responsive and/or non-responsible and therefore ineligible for contract award.

C. FINANCIAL INFORMATION- DO NOT SUBMIT THE FOLLOWING INFORMATION WITH YOUR BID! The three lowest Bidders shall submit, within three (3) business days following the bid opening date, the following information demonstrating that the Bidder has sufficient financial resources to provide all work necessary to complete the Project, including construction, start-up, and warranty services.

1. Bidder must provide the following document to assist the Owner in determining the Bidder's financial condition:
 - a) A copy of a complete financial statement audited or reviewed by an independent CPA with accompanying notes and supplemental information. A financial statement that is not either reviewed or audited is not acceptable. Financial statement must be 2016 or later.
2. Bidder must provide a letter from its Surety or Surety Broker which certifies that Bidder's current bonding capacity is sufficient for this Project based on the Bidder's Bid and the terms of the Contract Documents.

Name of Bidder: C. Overaa & Co.

3. Bidder shall identify each claim filed against it in the last five (5) years by any project owner in arbitration or litigation seeking in excess of \$100,000 and which (i) the project owner prevailed; or (ii) the resolution resulted in the project owner receiving an amount equal to or in excess of 55% of the amount asserted. For each such claim, Bidder shall provide the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution and the amount of the resolution). Are there any pending claims against your company that should you lose the claim(s), would adversely affect your financial position or your ability to meet your obligations if awarded the contract for this project? If so, please explain.

Claims Filed Against Bidder

Project Name: _____
Date of Claim: _____
Claimant Name: _____
Court: _____
Status of Claim: _____
Explanation: _____

Bidder shall identify each claim filed by it in the last five (5) years against any project owner in arbitration or litigation seeking in excess of \$100,000 and which (i) the Bidder lost; or (ii) the resolution resulted in the Bidder receiving an amount equal to less than 50% of the amount asserted. For each such claim, Bidder shall provide the project name, date of the claim, name of the project owner, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution and the amount of the resolution). Are there any pending claims by your company against a project owner that should you lose the claim(s), would adversely affect your financial position or your ability to meet your obligations if awarded the contract for this project? If so, please explain.

Claims Filed By Bidder

Project Name: _____
Date of Claim: _____
Claimant Name: _____
Court: _____
Status of Claim: _____
Explanation: _____

Name of Bidder: C. Overaa & Co.

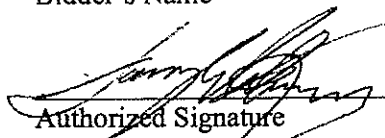
To the extent permitted by law, all financial information provided by Bidder that is marked "Confidential" or "Proprietary" shall be handled by the Owner as non-disclosable in accordance with California Public Records Act (Government Code section 6250 and following). The Owner, upon receipt of the requested financial information shall treat the same as confidential and take such reasonable measures as to protect it from public access. If the Owner receives a request, whether via the Public Records Act and/or via a judicial process that seeks the publication and/or production of said information, Owner agrees to provide notice in writing to the entity whose information is sought to afford them an opportunity to challenge the third party's access and/or to seek to quash the judicial process which seeks the publication and/or production thereof.

VERIFICATION AND SIGNATURE

I, the undersigned, certify and declare that I have read all the foregoing answers to this Statement of Qualifications Questionnaire. I also certify and declare that I have personally reviewed and approved the information provided for the Company Experience, Project Manager Experience, Company Safety Information and Financial Information. I certify and declare that the foregoing is true and correct.

Signed this 4th day of December, 2017

C. Overaa & Co.
Bidder's Name


Authorized Signature

December 4, 2017
Date

Vice President
Title of Signator

**END OF CERTIFICATION OF BIDDER'S
EXPERIENCE AND QUALIFICATIONS**

Name of Bidder: C. Overaa & Co.

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SRWA
 STANISLAUS REGIONAL
 WATER AUTHORITY

BEFORE THE BOARD OF THE STANISLAUS REGIONAL WATER AUTHORITY

IN THE MATTER OF AUTHORIZING THE }
 INTERIM GENERAL MANAGER TO SIGN ANY }
 RELATED DOCUMENTS AND APPROVE }
 CHANGE ORDERS IN AN AMOUNT NOT TO }
 EXCEED \$150,000 FOR A SINGLE CHANGE }
 ORDER OR \$400,000 FOR A CUMULATIVE }
 CHANGE ORDER, AND APPROPRIATING }
 \$7,297,400 TO ACCOUNT NUMBER }
 950-53-552.51801_001 "SRWA WET WELL }
 CONSTRUCTION - CONSTRUCTION }
 CONTRACT" FOR THE CONSTRUCTION }
 AGREEMENT TO BE FUNDED VIA }
 CONTRIBUTIONS FROM SRWA }
 PARTICIPATING AGENCIES AS OUTLINED }
 IN THE RAW WATER PUMP STATION }
 PHASE I FUNDING AGREEMENT }

RESOLUTION NO. 2018-

WHEREAS, the first component of the Water Treatment Plant Construction will be the construction of the Raw Water Pump Station, Phase 1 Project; and

WHEREAS, bids for the Raw Water Pump Station, Phase 1 Project were received and opened on December 6, 2017, with the lowest responsible bid submitted by C. Overaa Construction in the amount of \$6,634,000; and

WHEREAS, the information submitted with the bid documents is in order;

WHEREAS, it is desirable to have the construction start as soon as possible; and

WHEREAS, the costs for this work will be funded via contributions from SRWA participating agencies as outlined in the Raw Water Pump Station Phase I Funding Agreement

NOW, THEREFORE, BE IT RESOLVED by the Board of the Stanislaus Regional Water Authority that it does hereby authorize the Interim General Manager to sign any related documents and approve change orders in an amount not to exceed \$150,000 for a single change order or \$400,000 for a cumulative change order; and appropriate \$7,297,400 to account number 950-53-552.51801_001 "SRWA Wet Well Construction - Construction Contract" for the construction agreement to be funded via contributions from SRWA participating agencies as outlined in the Raw Water Pump Station Phase I Funding Agreement.

PASSED AND ADOPTED at a regular meeting of the Board of the Stanislaus Regional Water Authority this 1st day of March, 2018, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Allison Martin, Board Secretary



From: Michael Brinton, Interim General Manager

Prepared by: Michael Brinton, Interim General Manager

1. ACTION RECOMMENDED:

Note: Consideration of the below actions is contingent upon approval of the Raw Water Pump Station Phase 1 Project Construction Funding Agreement, Item 7A.

Motion: Approving an agreement with Horizon Water and Environment for Phase 2 CEQA/NEPA/Permitting Support Services for the Stanislaus Regional Water Authority Raw Water Pump Station, Phase 1 Construction Project in an amount not to exceed \$278,663

Resolution: Appropriating \$278,663 to account number 950-53-552.51801_005 "SRWA Wet Well Construction Environmental Services" for Phase 2 CEQA/NEPA/Permitting Support Services for the Stanislaus Regional Water Authority Raw Water Pump Station, Phase 1 Construction Project to be funded via contributions from SRWA participating agencies as outlined in the Raw Water Pump Station Phase I Funding Agreement

2. DISCUSSION OF ISSUE:

The Technical Advisory Committee (TAC) staff recommend the approval of an agreement with Horizon Water and Environment to provide Phase 2 CEQA/NEPA Permitting Support.

The Stanislaus Regional Water Authority recently awarded the construction of the Raw Water Pump Station Phase 1 Project (Project) to Overaa Construction. There are a number of items that will require additional environmental monitoring during the construction of the Project. These items are in addition to the EIR that was prepared for the Project and were not included in the original contract. The listing of the tasks is shown below. A more detailed explanation of the tasks is included in the attached scope of work dated January 15, 2018. The items fall under three categories as follows:

Task 17: Infiltration Gallery/Wet Well Mitigation Measure/Permit Implementation

Subtask 17.1-Biological Surveys and Monitoring

Elderberry shrub avoidance measures and monitoring.
Burrowing Owl surveys.

Nesting bird surveys.
Swainson's Hawk and White-tailed Kite surveys.
Western pond turtle surveys.
Special-status bat surveys.

Subtask 17.2-Revegetation Plan Development

Subtask 17.3-Water Quality Monitoring during Air Purging

Subtask 17.4-General Support and Compliance Reporting

Subtask 17.5-Additional Mitigation and Monitoring Requirements

Task 18: State Revolving Fund Permit Application

Part 1, Clean Air Act
Part 3, Cultural Resources
Part 5, Farmland Protection Policy Act
Part 6, Flood Plain Management
Part 7, Magnuson-Stevens Fishery Conservation and Management Act
Part 8, Migratory Bird Treaty Act
Part 14, Wildlife Resources; Endangered Species Act (ESA) and Fish and Wildlife Coordination Act (FCWA)

Task 19: Surface Water Supply Project Permitting/Water Rights Support

Subtask 19.1-LSSAA Amendment
Subtask 19.2-USFWS VELB Negotiations
Subtask 19.3-Water Rights Amendment Support

The Technical Advisory Committee has reviewed the scope of work and recommends the Board approve an agreement with Horizon Water and Environment for Phase 2 CEQA/NEPA/Permitting Support Services for the Stanislaus Regional Water Authority Raw Water Pump Station, Phase 1 Construction Project in an amount not to exceed \$278,663 and authorize the Interim General Manager to execute said agreement.

3. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: \$278,663

Budget Amendment: Appropriate \$278,663 to account number 950-53-552.51801_005 "SRWA Wet Well Construction Environmental Services" to be funded via contributions from SRWA participating agencies as outlined in the Raw Water Pump Station Phase I Funding Agreement.

4. INTERIM GENERAL MANAGER'S COMMENTS:

Supports approval.

5. ENVIRONMENTAL DETERMINATION:

N/A

6. ALTERNATIVES:

In order for this project to proceed it is necessary for this to be approved. Rejection of this would prevent the Raw Water Pump Station, Phase 1 Construction Project from proceeding.



SRWA
STANISLAUS REGIONAL
WATER AUTHORITY

**AGREEMENT FOR SPECIAL SERVICES
between
STANISLAUS REGIONAL WATER AUTHORITY
and
HORIZON WATER AND ENVIRONMENT
for
PHASE 2 CEQA/NEPA/PERMITTING SUPPORT**

THIS AGREEMENT is made this 1st day of March, 2018, by and between the **STANISLAUS REGIONAL WATER AUTHORITY**, a Joint Powers Authority of the State of California hereinafter referred to as "SRWA" and **HORIZON WATER AND ENVIRONMENT**, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, in accordance with California Government Code §37103, SRWA has a need for Phase 2 CEQA/NEPA/Permitting Support; 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. CONSULTANT shall provide Services that are acceptable to SRWA.

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: SRWA agrees to pay CONSULTANT in accordance with Exhibit B as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Two Hundred Seventy Eight Thousand Six Hundred Sixty-Three and no/100^{ths} Dollars (\$278,663). 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 SRWA specifying the date, location and service rendered, and the charge therefor.

(b) Payment:

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

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

(3) If SRWA disputes any items on an invoice for a reasonable cause, which includes but is not limited to unsatisfactory service, SRWA 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 SRWA. SRWA 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) SRWA reserves the right to only pay for such services rendered to the satisfaction of SRWA.

5. TERM OF AGREEMENT: This Agreement shall become effective March 1, 2018 and end March 1, 2020 subject to SRWA's availability of funds.

6. EXTENSION OF AGREEMENT: SRWA may elect to extend this Agreement for three (3) additional one-year terms, on the same terms and conditions, upon providing written notice to CONSULTANT thirty (30) days prior to the expiration of this Agreement. On each anniversary date, CONSULTANT will be allowed to increase prices. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in CONSULTANT's published prices, whichever is lower. In all cases, SRWA may cancel the contract if a requested price increase is not acceptable.

7. INSURANCE: CONSULTANT shall not commence work or services under this Agreement until CONSULTANT has obtained SRWA's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall CONSULTANT allow any subcontractor to commence work or services 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 or services 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.

(a) Minimum Scope of Insurance: When applicable, coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 for ongoing operations and 20 37 for products/completed operations), to be approved by the Stanislaus Regional Water Authority.

(2) Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(4) Errors and Omissions/Professional Liability Insurance.

(b) Minimum Limits of Insurance: CONSULTANT shall maintain limits no less than:

(1) General Liability (including operations, products and completed operations): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: \$1,000,000 per occurrence for bodily injury and property damage.

(3) Workers' Compensation: as statutorily required by the State of California. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

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

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

(1) SRWA, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insured 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 SRWA and any insurance or self-insurance maintained by SRWA 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 SRWA under this Agreement, the insurer, broker/producer, or CONSULTANT shall provide SRWA 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.

(e) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

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

(g) 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 SRWA 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.

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

8. INDEMNIFICATION:

Indemnity for Professional Liability: When the law establishes a professional standard of care for CONTRACTOR's Services, to the fullest extent permitted by law, CONTRACTOR 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 CONTRACTOR (and its Subcontractors) are responsible for such damages, liabilities and costs on a comparative basis of fault between the CONTRACTOR (and its Subcontractors) and the CITY in the performance of professional services under this Agreement. CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR or by any individual or agency for which CONTRACTOR is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of CONTRACTOR.

9. 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 SRWA. CONSULTANT, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of SRWA. CONSULTANT has no authority or responsibility to exercise any rights or power vested in the SRWA. No agent, officer, or employee of the SRWA is to be considered an employee of CONSULTANT. It is understood by both CONSULTANT and SRWA 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 SRWA.

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 SRWA only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to SRWA'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 SRWA 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 SRWA neither the CONSULTANT or CONSULTANT'S assigned personnel shall have any entitlement as a SRWA employee, right to act on behalf of the SRWA in any capacity whatsoever as an agent, or to bind the SRWA 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 SRWA harmless from any and all claims that may be made against SRWA based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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

11. 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 SRWA for Default of CONSULTANT. Should CONSULTANT default in the performance of this Agreement or materially breach any of its provisions, at its option SRWA 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 SRWA's property by CONSULTANT, dishonesty or theft.

(c) Termination by CONSULTANT for Default of SRWA. Should SRWA 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 SRWA. 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 SRWA, dishonesty or theft.

(d) Termination for Failure to Make Agreed-Upon Payments. Should SRWA 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 SRWA in writing of such failure to pay. The termination date shall be the effective date of the notice.

(e) Termination by SRWA for Change of CONSULTANT'S Tax Status. If SRWA determines that CONSULTANT does not meet the requirements of federal and state tax laws for independent contractor status, SRWA 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 SRWA so requests, and at SRWA's cost, CONSULTANT shall provide sufficient oral or written status reports to make SRWA reasonably aware of the status of CONSULTANT'S work on the project. Further, if SRWA so requests, and at SRWA's cost, CONSULTANT shall deliver to SRWA 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, SRWA will pay CONSULTANT an amount based on the percentage of work completed on the termination date, this percentage shall be determined by SRWA in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by SRWA for Default of CONSULTANT, CONSULTANT understands and agrees that SRWA may, in SRWA'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 SRWA as of the termination date.

12. 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.

13. 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.

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

15. 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.

16. 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 SRWA 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.

17. 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 SRWA, and may be used by SRWA as it may require without any additional cost to SRWA. No reports shall be used by the CONSULTANT for purposes other than this contract without the express prior written consent of SRWA.

18. 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 SRWA through the Board Chair.

19. 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 Board Secretary at the start and end of this contract if so required at the option of SRWA.

20. AMENDMENTS: Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for SRWA 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 SRWA 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, SRWA 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.

21. 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 SRWA at the request of SRWA.

22. 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.

23. 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.

24. 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.

25. AUDIT: SRWA'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 SRWA 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. SRWA's representative shall have the right to reproduce any of the aforesaid documents.

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

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

28. 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.

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

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

31. 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 SRWA during normal business hours upon reasonable notice. Such records shall be turned over to SRWA upon request.

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

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

34. 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: HORIZON WATER AND ENVIRONMENT
ATTN: Michael Stevenson
266 Grand Avenue, Suite 210
Oakland, CA 94610
PHONE: (510) 986-1852
EMAIL: michael@horizonh2o.com**

**for SRWA: STANISLAUS REGIONAL WATER AUTHORITY
ATTN: Michael Brinton, Interim General Manager
156 S. Broadway, Suite 270
Turlock, CA 95380
PHONE: (209) 538-5758**

35. PERFORMANCE BY KEY EMPLOYEE: CONSULTANT has represented to SRWA that Michael Stevenson will be the person primarily responsible for the performance of the services referred to in this Agreement. SRWA has entered into this Agreement in reliance on that representation by CONSULTANT.

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

STANISLAUS REGIONAL
WATER AUTHORITY,
a joint powers authority

CONSULTANT,
a California Corporation

By _____
Gary Soiseth, Chair

By _____
Michael Stevenson

Date _____

Date _____

APPROVED AS TO FORM:

By _____
Phaedra A. Norton, General Counsel

Date _____

ATTEST:

By _____
Allison Martin, Board Secretary

Date _____

Stanislaus Regional Water Authority Regional Surface Water Supply Project Phase 2 CEQA/NEPA/Permitting Support

Submitted to Stanislaus Regional Water Authority

January 15, 2018

The Infiltration Gallery/Wet Well portion of the Regional Surface Water Supply Project is scheduled to begin construction in 2018, and permitting is scheduled to be underway for the Surface Water Supply Project during 2018-2019. The Stanislaus Regional Water Authority (SRWA) is required to implement biological monitoring and mitigation measures prior to and during construction in accordance with the Infiltration Gallery/Wet Well Project's Initial Study/Mitigated Negative Declaration (IS/MND) and obtain various regulatory permits and approvals for both projects. Horizon Water and Environment (Horizon or Consultant) has prepared this scope of work to assist SRWA with implementing the permitting, biological monitoring, mitigation, and reporting requirements during Phase 2 of the projects.

Note that additional activities will be needed for Phase 3 of the Project; these are still in the early stages of development and will be covered under a separate contract amendment.

Anticipated activities to be covered under Phase 3 are as follows:

- EIR/Permit Implementation Support
- Cultural Resources Survey of WTP Site and Outfall Facility Sites
- Revegetation Plan Implementation
- Coordination with Design/Build Contractor
- Phase 3 Project Coordination and Communications

Costs to provide the services described below are provided in the accompanying spreadsheet.

Task 17: Infiltration Gallery/Wet Well Mitigation Measure/Permit Implementation

Subtask 17.1 – Biological Surveys and Monitoring

The IS/MND for the Infiltration Gallery/Wet Well Project identifies mitigation requirements for impacts on Valley Elderberry Longhorn Beetle (VELB), Burrowing Owl, nesting birds, Swainson's Hawk and White-tailed Kite, western pond turtles, and special-status bats. Consultant will conduct preconstruction surveys and monitor/assist with elderberry shrub avoidance measures in accordance with Mitigation Measures BIO-2 through BIO-7 of the IS/MND. The extent of surveys and monitoring activity is partially dependent on the date for the onset of construction (e.g., construction activities during breeding or nesting season).

- **Elderberry shrub avoidance measures and monitoring.**
 - No less than 15 days prior to commencing construction, Consultant will document the locations and condition of elderberry plants within 100 feet of construction areas, including photographing the base, stems, and canopy of those shrubs.
 - Consultant will work with Contractor(s) to schedule construction activities that would occur within 100 feet of elderberry shrubs during August-February, to the extent feasible, to avoid the VELB flight season (March-July).

- Consultant will provide direction to the Contractor to install fencing and flagging in all areas to be avoided during construction activities, including the access road corridor and the 20-foot buffer from the dripline of the canopy of all established elderberry shrubs within 100 feet of the access road.
 - Consultant will conduct monthly inspections to verify that the following conditions are met, as included in engineering specifications and site plans:
 - Aggregate base for the access road surface is unloaded at strategic locations more than 100 feet from elderberry shrubs and spread in a manner to minimize dust (e.g., wet road base during unloading).
 - Speed bumps are installed at strategic intervals on the access road and implement a 15-mile-per-hour speed limit to minimize dust.
 - Mowing may occur from July through April to reduce fire hazard. No mowing will occur within 5 feet of elderberry stems to avoid damaging shrubs (e.g., stripping away bark through careless use of mowing equipment).
 - No insecticides, herbicides, fertilizers, or other chemicals that might harm the beetle or its host plant will be used within 100 feet of any elderberry plant.
 - Maintain fencing and signage as needed and implement post-construction erosion control and re-vegetation with appropriate native plants, when necessary.
 - Erect signs every 50 feet along the edge of the avoidance area with the following information: “This area is habitat of the valley elderberry longhorn beetle, a threatened species, and must not be disturbed. This species is protected by the Endangered Species Act of 1973, as amended. Violators are subject to prosecution, fines, and imprisonment.” The signs will be maintained for the duration of construction.
 - Consultant will provide a Contractor Environmental Awareness Training (CEAT) for all construction personnel. The CEAT will instruct work crews about the status of the VELB and the need to protect its elderberry host plant. The CEAT shall communicate the need to avoid damaging the elderberry plants and the possible penalties for not complying with these requirements.
 - Consultant will conduct weekly site inspections during the VELB flight season (March-July) to examine elderberry shrub condition. If impacts on elderberry shrubs are observed, work will stop immediately and USFWS will be notified.
- **Burrowing Owl surveys.**
- Before ground-disturbing activities begin, Consultant will conduct surveys for Burrowing Owls in accordance with protocols established in the *Staff Report on Burrowing Owl Mitigation* (California Department of Fish and Game [CDFG] 2012 or current version). If ground-disturbing activities are delayed or suspended for more than 30 days after the preconstruction surveys, Consultant will resurvey the site.
 - This scope also assumes no detection of Burrowing Owls. If the species is detected, Consultant will provide guidance to SRWA on appropriate avoidance and minimization measures. If additional mitigation or monitoring is required, Consultant will conduct this work as an amendment to this scope of services or as authorized under Task 17.5, Additional Mitigation and Monitoring Requirements.

- **Nesting bird surveys.**
 - If vegetation clearing or ground-disturbing activities commence between February 15 and August 31, Consultant will conduct a nesting bird survey within 2 weeks prior to the start of work. If a lapse in project-related work of 2 weeks or longer occurs, Consultant will conduct another focused survey before project work can be reinitiated.
 - If nesting birds are found, Consultant will establish a buffer around the nest and maintained until the young have fledged. Appropriate buffer widths are 300 feet for non-listed raptors and special-status passerines and 100 feet for non-listed passerines. Consultant may identify an alternative buffer based on a site-specific evaluation and in consultation with the California Department of Fish and Wildlife (CDFW).

- **Swainson’s Hawk and White-tailed Kite surveys.**
 - If construction is scheduled to commence between February 1 and August 31, Consultant will conduct surveys for Swainson’s Hawk and White-tailed Kite. Surveys will cover a minimum 500-foot radius around the construction area.
 - If nesting Swainson’s Hawk or White-tailed Kite are detected, Consultant will establish buffers around active nests that are sufficient to ensure that breeding is not likely to be disrupted or adversely affected by construction. Buffers around active nests will be 500 feet unless regulatory permits require larger buffers to avoid impacts on nesting raptors.

- **Western pond turtle surveys.**
 - Consultant will conduct preconstruction surveys for Western Pond Turtle (WPT) 14 days before and 24 hours before the start of construction activities where suitable habitat exists (i.e., riparian areas, freshwater emergent wetlands, and adjacent uplands).
 - If WPTs or their nests are observed during preconstruction surveys, the following measures shall be implemented:
 - WPTs found within the construction area will be allowed to leave on their own volition or will be relocated by Consultant out of harm’s way to suitable habitat immediately upstream or downstream of the project site. To be qualified to move turtles, the biologist shall possess a valid memorandum of understanding from CDFW authorizing the capture and relocation of turtles.
 - If a WPT nest is identified in the work area during preconstruction surveys, Consultant will establish a 50-foot no-disturbance buffer between the nest and any areas of potential disturbance. Buffers will be clearly marked with temporary fencing.

- **Special-status bat surveys.**
 - Consultant will conduct a preconstruction survey between May 1 and July 15 to maximize detection of special-status bats during maternity season. The survey shall consist of a daytime pedestrian survey to inspect the bridge for indications of bat use (e.g., occupancy, guano, staining, smells, or sounds) and a night roost/emergence survey.

- If Consultant determines that the bridge is being used, or is likely to be used, as a bat maternity roost, and may be affected by construction, then specific measures will be developed and implemented to minimize impacts on the roost. Such measures may include minimizing construction activity (including truck traffic) under the bridge during the maternity season, excluding bats from the roost site prior to the maternity season (May 1-July 15) during the year(s) of construction, or other measures developed by a qualified bat biologist that will minimize the disturbance to a level that would not cause roost abandonment.

Subtask 17.2 – Revegetation Plan Development

Mitigation Measure BIO-8 requires that, upon completion of construction, disturbed soils within areas of native vegetation shall be revegetated with site-appropriate native species to limit subsequent encroachment of non-native weeds. The LSAA will also likely require a revegetation plan. Consultant will develop a revegetation plan and submit it to CDFW for approval. Consultant will provide SRWA with guidance on implementation of the revegetation plan.

Subtask 17.3 – General Support and Compliance Reporting

Consultant will provide general environmental/permitting support to SRWA and its contractors as needed during construction and testing of the Infiltration Gallery/Wet Well. Consultant will also prepare annual and final permit compliance reports as required by Mitigation Measures BIO-2 through BIO-8 and agency permits.

Subtask 17.4: Additional Mitigation and Monitoring Requirements (as needed)

Consultant will provide additional support to implement mitigation or monitoring required by resource agencies permits that have yet to be issued for the project. These permits may include, but are not limited to the LSAA, Clean Water Act Section 404, and Section 401 Water Quality Certification. Work completed under this task may include, but is not limited to, additional reporting requirements and monitoring of wildlife to assess effectiveness of minimization measures (e.g., monitoring nest sites to determine when birds have fledged). Because the permits have not been issued, uncertainty exists regarding the extent of effort required to implement this subtask; for the purposes of budgeting, this work plan assumes that the subtask can be completed within the identified budget for this task.

Subtask 17.5 – Water Quality Monitoring during Air Purging (optional task)

The LSAA will also likely require water quality monitoring during air purging. Consultant will monitor turbidity in the Tuolumne River during air purging. Samples will be collected at 30-minute intervals at approximately 100 feet upstream and 50 and 300 feet downstream of the infiltration gallery. The samples will be collected at the center of the channel and in the area of highest flow velocity. Turbidity will be measured in the field using a portable turbidity meter (Hach 2100Q Portable Turbidimeter or similar). The results of the turbidity monitoring will be reported to CDFW.

Task 18: State Revolving Fund Permit Application Support

Consultant will assist SRWA and West Yost Associates with preparation of the State Revolving Fund (SRF) permit application. Consultant will address the Environmental Package for

Construction, Sections I-IV, with particular attention to Section IV, Evaluation Form for Federal Environmental Coordination, as described below.

- Part 1, Clean Air Act – Consultant will address the General Conformity determination. This includes emissions estimates to be provided through CalEEMod modeling, which will require input from West Yost Associates. Consultant will schedule a presubmittal consultation with the State Water Resources Control Board to discuss the best approach to modeling the project’s emissions under a design-build scenario. Consultation with the San Joaquin Valley Air Pollution Control District (SJVAPCD) may also be recommended.
- Part 3, Cultural Resources – Consultant will provide a cultural resources report that complies with Section 106 requirements and will coordinate with the State Historic Preservation Officer on review of the report.
- Part 5, Farmland Protection Policy Act – Consultant will provide the requested information about the project’s effects on Important Farmland and Williamson Act contracts.
- Part 6, Flood Plain Management – Consultant will provide information about FEMA 100-year floodplain impacts.
- Part 7, Magnuson-Stevens Fishery Conservation and Management Act – Consultant will address questions about Essential Fish Habitat.
- Part 8, Migratory Bird Treaty Act – Consultant will provide information from the EIR regarding impacts on protected migratory birds.
- Part 14, Wildlife Resources; Endangered Species Act (ESA) and Fish and Wildlife Coordination Act (FCWA) – Consultant will provide information from the EIR, as well as the Low Effect Habitat Conservation Plan and Biological Assessment prepared for the project.

Task 19: Surface Water Supply Project Permitting/Water Rights Support

Subtask 19.1 – LSAA Amendment

Following receipt of the LSAA for the Infiltration Gallery/Wet Well Project, Consultant will work with CDFW to amend the LSAA to include the Surface Water Supply Project. This process will include development of additional information about construction and operations of the larger project. Consultant will submit a revised Notification of Lake or Streambed Alteration (Form FG20023) Form (the standard form for a Streambed Alteration Agreement). The Consultant will respond to follow-up data requests from CDFW and conduct coordination and negotiations as necessary in support of the amendment, up to the identified level of effort in the budget for this subtask.

Subtask 19.2 – USFWS VELB Negotiations

Consultant will submit a Low Effect Habitat Conservation Plan (HCP) to USFWS to address impacts of the project on VELB, and will negotiate with USFWS to obtain an Incidental Take

Permit (ITP) for VELB from USFWS. If transplantation of elderberry shrubs is required, those efforts will be included in this subtask as well.

VELB Mitigation Credits: Part of this negotiation will involve arriving at a ratio for purchasing VELB mitigation credits at a suitable mitigation bank. Based on current information, Consultant estimates that the cost for VELB mitigation will be approximately \$3,000-4,000 per credit. Current design information indicates that SRWA may need to purchase approximately 30 credits. *[Note: This scope of work assumes that SRWA will purchase any required mitigation credits directly; this cost is shown in the accompanying spreadsheet but not included in Horizon's amendment request.]*

Subtask 19.3 – Water Rights Amendment Support

Consultant will assist SRWA and Turlock Irrigation District up to the level of effort identified in the cost spreadsheet during the water rights amendment process. Consultant services may include attendance at SWRCB meetings with TID and SRWA, preparation of supporting technical analysis to support the water rights process, subcontractor services to support water modeling needs (e.g., CALSIM or more localized models), protest resolution, and water availability analyses.

Task 13: Project Coordination and Communications

As an add-on Task 13 of Horizon's contract, Consultant will manage the project-related activities identified in Tasks 17-19 above; coordinate with the Technical Advisory Committee (TAC) regarding environmental issues related to the Project; and assist West Yost Associates and other SRWA contractors as needed.

Exhibit B

Stenliss Regional Water Authority Water Supply Project
 Horizon Water and Environment
 Amendment 2
 Cost Estimate (January 2, 2018)

Task	Task Name / Description	Labor										Direct Expenses							Task Total
		Stevenson (Principal)	Lilly (Senior Associate II)	Giglin (Senior Associate II)	Fleisher/Offermann (Senior Associate 3)	(Analyst I)	Hunter (Associate I) + A. Stanton	Subtotal Labor Hours Per Task	Subtotal Labor Per Task	Repro- ductions	Postage/ Delivery	Mileage (Current IRS Rate)	Records Search	Con- ference Calls	Markup on Direct Expenses	Subtotal Direct Expense Fee per Task			
17	Infiltration Gallery mitigation measure/permit implementation	220.00	185.00	185.00	195.00	133.00	158.00		68,002.00										
17.1	Biological surveys and monitoring																		
	Elderberry shrub avoidance measures and monitoring				16	120	100		34,880.00						135.00	2,500.00	3,885.00		
	Burrowing owl surveys				2	12	12		3,882.00						5.00	100.00	105.00		
	Nesting bird surveys				2	12	12		3,882.00						5.00	100.00	105.00		
	Swallow's hawk/White-tailed kite surveys				16	48	48		17,085.00						30.00	600.00	630.00		
	Western pond turtle surveys				4		24		4,575.00						10.00	200.00	210.00		
	Bat surveys				6		16		3,698.00						10.00	200.00	210.00		
17.2	Revegetation Plan	2			12		12		4,676.00						-	-	4,676.00		
17.3	General support and compliance reporting	12	10		58		60		25,380.00						20.00	400.00	420.00		
17.4	Additional mitigation and monitoring requirements (as needed)	10	6		30		60		18,640.00						25.00	500.00	525.00		
17.5	Water quality monitoring during air purging (optional)	24	16		12		60		14,980.00						25.00	500.00	525.00		
	Task 17 Subtotal				192		424		131,570.00						200.00	4,700.00	5,355.00		
18	SRF permit application support	20	50	40			30		25,750.00						-	-	25,750.00		
19	RSWSP support																		
19.1	Amend Streambed Alteration Agreement to include larger project	24	8		50		45		23,650.00								23,650.00		
19.2	USFWS VELB negotiations	30			60		90		32,520.00								32,520.00		
	VELB mitigation credits (to be paid by SRWA, not part of this amendment)																		
19.3	Water rights amendment support	40	40		40				24,000.00								24,000.00		
	Task 19 Subtotal				150		135		80,140.00								80,140.00		
13	Project coordination and communications	60	80		40		180		95,800.00								95,800.00		
	Total Labor Hours	198	194	40	348	192	589		273,308.00						200.00	4,700.00	5,355.00		
	Total	43,580.00	35,850.00	7,400.00	67,860.00	25,536.00	93,092.00		273,308.00						200.00	4,700.00	5,355.00		

\$ 276,663.00



SRWA
 STANISLAUS REGIONAL
 WATER AUTHORITY

BEFORE THE BOARD OF THE STANISLAUS REGIONAL WATER AUTHORITY

IN THE MATTER OF APPROPRIATING }
 \$278,663 TO ACCOUNT NUMBER }
 950-53-552.51801_005 "SRWA WET WELL }
 CONSTRUCTION ENVIRONMENTAL }
 SERVICES" FOR PHASE 2 CEQA/NEPA/ }
 PERMITTING SUPPORT SERVICES FOR }
 THE STANISLAUS REGIONAL WATER }
 AUTHORITY RAW WATER PUMP STATION, }
 PHASE 1 CONSTRUCTION PROJECT TO BE }
 FUNDED VIA CONTRIBUTIONS FROM SRWA }
 PARTICIPATING AGENCIES AS }
 OUTLINED IN THE RAW WATER PUMP }
 STATION PHASE I FUNDING AGREEMENT }

RESOLUTION NO. 2018-

WHEREAS, the Stanislaus Regional Water Authority (SRWA) has a need to retain environmental services for Phase 2 CEQA/NEPA/Permitting Support Services for the Stanislaus Regional Water Authority Raw Water Pump Station, Phase 1 Construction Project ; and

WHEREAS, the SRWA has previously engaged the services of Horizon Water and Environment to perform said services for the Phase 1 portion of the Surface Water Project which was completed successfully; and

WHEREAS, Horizon Water and Environment has provided a Scope of Work and Fee Estimate in the amount of \$278,663; and

WHEREAS, the costs for this work will be funded via contributions from SRWA participating agencies as outlined in the Raw Water Pump Station Phase I Funding Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Stanislaus Regional Water Authority that it does hereby appropriate \$278,663 to account number 950-53-552.51801_005 "SRWA Wet Well Construction Environmental Services" for Phase 2 CEQA/NEPA/Permitting Support Services for the Stanislaus Regional Water Authority Raw Water Pump Station, Phase 1 Construction Project to be funded via contributions from SRWA participating agencies as outlined in the Raw Water Pump Station Phase I Funding Agreement.

PASSED AND ADOPTED at a regular meeting of the Board of the Stanislaus Regional Water Authority this 1st day of March, 2018, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Allison Martin, Board Secretary



From: Michael Brinton, Interim General Manager

Prepared by: Michael Brinton, Interim General Manager

1. ACTION RECOMMENDED:

Note: Consideration of the below actions is contingent upon approval of the Raw Water Pump Station Phase 1 Project Construction Funding Agreement, Item 7A.

Motion: Approving an agreement with Bartkiewicz, Kronick & Shanahan (BKS) for special legal services for Phase 2 of the proposed Regional Surface Water Supply Project (Project) and authorizing the Interim General Manager to execute said agreement

Resolution: Appropriating \$500,960 to account number 950-53-552.51801_006 "SRWA Wet Well Construction Legal Services" to be funded via contributions from SRWA participating agencies as outlined in the Raw Water Pump Station Phase I Funding Agreement

2. DISCUSSION OF ISSUE:

On December 15, 2015, the SRWA Board approved an Agreement with Bartkiewicz Kronick & Shanahan for special legal services for Phase 1 of the project. It was recommended at that time that the Board contract with a qualified firm to provide special legal services related to the Project. To date, Mr. Shanahan and his firm have provided excellent services per the agreement. As the Project progresses and moves towards construction, it is again necessary to have the benefit of the services provided by Mr. Shanahan and his firm.

The Technical Advisory Committee has reviewed and recommends the Board approve an agreement between the SRWA and Bartkiewicz, Kronick & Shanahan (BKS) for special legal services for Phase 2 of the proposed Regional Surface Water Supply Project (Project) and authorize the Interim General Manager to execute said agreement.

A scope of work, fee estimate and agreement are attached as Exhibit A.

3. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: \$500,960

Budget Amendment: Appropriate \$500,960 to account number 950-53-552.51801_006 "SRWA Wet Well Construction Legal Services" to be funded via contributions from SRWA participating agencies as outlined in the Raw Water Pump Station Phase I Funding Agreement.

4. INTERIM GENERAL MANAGER'S COMMENTS:

Supports moving forward with the budget amendment to allow the Project to continue to progress.

5. ENVIRONMENTAL DETERMINATION:

N/A

6. ALTERNATIVES:

Do not approve the agreement and do not authorize the Interim General Manager to execute the agreement between the Stanislaus Regional Water Authority and Bartkiewicz, Kronick & Shanahan for legal services. In order for this project to proceed it is necessary for this to be approved. Rejection of this would prevent the Raw Water Pump Station, Phase 1 Construction Project from proceeding.

**BARTKIEWICZ, KRONICK & SHANAHAN
AGREEMENT FOR PHASE 2 LEGAL SERVICES
WITH STANISLAUS REGIONAL WATER AUTHORITY**

THIS AGREEMENT is entered into as of the date last signed and dated below between Bartkiewicz, Kronick & Shanahan, a professional corporation ("Attorney"), and Stanislaus Regional Water Authority, a joint powers authority ("Authority"), who agree as follows:

1. Scope and Duties. Authority retains Attorney to serve as Authority special counsel to provide counsel, advice and legal representation concerning the planning and development of phase 2 of the proposed Regional Surface Water Supply Project, and such other matters as may be requested by Authority. The scope of the phase 2 services and tasks is described in the attached SRWA Phase 2 Legal Services Scope of Work and Fee Estimate dated February 2018. Attorney will provide the legal services reasonably required to represent Authority in these matters and will take reasonable steps to keep Authority informed of progress and significant developments and to respond to Authority's inquiries. Authority will be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments and changed circumstances, abide by this Agreement, and pay Attorney's bills in a timely manner.

2. Billing Rates. Authority agrees to pay for legal services provided under this Agreement at the hourly rates as shown on the attached rate schedule. Attorney's rates are subject to adjustment at the beginning of each calendar year. Attorney charges in minimum one-quarter (.25) hour units.

3. Costs and Expenses. Whenever practical, Authority agrees to pay directly for costs and expenses by either advancing such costs or expenses to Attorney, or by paying third parties directly. In all other cases, Authority will reimburse Attorney for all necessary and actual costs and expenses incurred by Attorney, including, but not limited to, the following: costs of serving pleadings; filing fees and other charges assessed by courts and other public agencies; court reporter's fees; jury and witness fees; long distance telephone charges; messenger and other delivery fees; postage; photocopying (at \$.15/page); air travel; parking; mileage (at the current IRS rate); computer-assisted research charges; consultant and expert witness fees; and other out-of-pocket expenses incurred by Attorney. Attorney will itemize all costs incurred on each monthly statement.

4. Statements. Attorney will send Authority a statement for fees and costs incurred every month except that when the fees and costs for a particular month are minimal, they may be carried over to the next month's statement. Authority will pay Attorney's statements within 30 days after each statement's date. Attorney's statements will clearly state the basis of the charges, including the amount, rate and basis for calculation of Attorney's fees. Authority may request a statement at intervals of no less than 30 days. Upon Authority's request, Attorney will provide a statement within 10 days.

5. Disclaimer of Guarantee. Attorney has made no promise or guarantee to Authority about the outcome of Authority's matter, and nothing in this Agreement will be

construed as such a promise or guarantee. Attorney's comments about the outcome of any matter are expressions of opinion only.

6. Termination. Authority may discharge Attorney at any time by giving notice of termination to Attorney. Attorney may withdraw with Authority's consent or for good cause. Good cause includes Authority's breach of this Agreement, Authority's refusal to cooperate with Attorney or to follow Attorney's advice on a material matter, retirement or termination of key Attorney personnel, or any other fact or circumstance that would render Attorney's continuing representation unlawful, unethical or burdensome. When Attorney's services conclude, all unpaid charges will become immediately due and payable. After Attorney's services conclude, Attorney will, upon Authority's request, deliver Authority's files to Authority, along with any Authority funds or property in Attorney's possession. Attorney and Authority each agree to sign any documents reasonably necessary to complete Attorney's discharge or withdrawal.

7. Indemnification. Attorney will indemnify, defend, protect, and hold harmless Authority, and its officers, employees, volunteers and agents from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and Attorney fees, and litigation costs) arising out of Attorney's performance of the work under this Agreement and caused by any negligent act or omission, willful misconduct or violation of law of or by Attorney, except where caused by the active negligence, sole negligence or willful misconduct of Authority or as otherwise provided or limited by law.

8. Insurance. Attorney at its sole cost and expense will procure and maintain for the duration of this Agreement the following types and limits of insurance: commercial general liability, \$1,000,000 per occurrence; workers' compensation, statutory limits; and, professional liability, \$1,000,000 per claim. Upon request, Attorney will provide to Authority a certificate or certificates of insurance evidencing this insurance coverage.

9. Entire Agreement. The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the subject matter addressed in the Agreement. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the subject matter of this Agreement, except those other documents that may be expressly referenced in this Agreement.

10. Assignees. No party may assign, delegate, transfer or subcontract any of its rights, duties, obligations or other interests in this Agreement without the other party's prior written consent. Any assignment, delegation, transfer or subcontract in violation of this provision is null and void and grounds for the other party to terminate this Agreement.

11. Independent Contractor. Attorney's relationship to Authority is that of an independent contractor. All persons hired by Attorney and performing work under this Agreement will be Attorney's employees. Attorney and its employees are not Authority employees, and they are not entitled to Authority employment salary, wages or benefits. Attorney will pay, and Authority will not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of Attorney's employees.

12. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

13. Effective Date. This Agreement will take effect when Authority returns a signed copy of this Agreement. This Agreement supersedes the legal services agreement between the parties dated December 15, 2015.

BARTKIEWICZ, KRONICK
& SHANAHAN

STANISLAUS REGIONAL WATER
AUTHORITY

Dated: _____, 2018

Dated: _____, 2018

By: _____
RICHARD P. SHANAHAN

By _____
_____ [name]
_____ [title]

**Bartkiewicz, Kronick & Shanahan
Professional Staff Billing Rates (2018)**

Principal I	\$315/hour
Principal II	\$275/hour
Associate I	\$240/hour
Associate II	\$230/hour
Of Counsel	\$315/hour

SRWA Phase 2 Legal Services Scope of Work and Fee Estimate (Feb. 2018)

Scope/task	Hours	Fee
<i>RFQ Phase</i>		
Prepare PCC 22162 conflict of interest policy	10	
Risk matrix review and input; meeting re same	20	
Review/comment on RFQ drafts	40	
Advise on procurement process and PCC compliance	20	
Board meeting to approve RFQ and conflict policy	8	
Work on Board meeting agenda packet	6	
Respond to questions/comments on RFQ	20	
Work on/review RFQ addenda (if any)	20	
Review legal/business parts of statements of qualification	20	
Respond to questions/comments on SOQs	20	
Board meeting to select pre-qualified firms	8	
Work on Board meeting agenda packet	10	
Misc. staff meetings and conference calls	30	
Other client Q&A via email and phone calls	20	
Other/contingency	20	
Subtotal - hours	272	
Subtotal - fee estimate (@ \$310/hour)		\$84,320
<i>RFP/Service Contract Preparation Phase</i>		
Prepare draft contract	80	
Consider staff input; revise contract	80	
Prepare appendix re labor requirements	10	
Prepare appendix re insurance requirements	10	
Prepare appendix re SRF loan financing	20	
Review permit needs and allocation between owner/builder	20	
Work on appendix re permits	30	
Review/comment on other appendices	40	
Review/comment on RFP drafts	60	
Respond to questions/comments on draft RFP	20	
Board meeting to approve RFP	8	
Work on Board meeting agenda packet	10	
Staff meetings and conference calls re contract preparation	30	
Other client Q&A via email and phone calls	20	
Other/contingency	30	
Subtotal - hours	468	
Subtotal - fee estimate		\$145,080
<i>Proposals/Contract Negotiation Phase</i>		
Participate in pre-proposal submittal meeting(s)	30	
Respond to pre-proposal comments/questions on RFP/contract; revise contract	40	

Work on/review RFP addenda (if any)	20	
Review legal/business parts of proposals	30	
Review/advise on proposer contract comments; incorporate into revised contract	60	
Participate in proposer interviews/meetings	40	
Board meeting to select preferred proposer	8	
Work on Board meeting agenda packet	10	
Participate in contract negotiations with finalist	40	
Work on/prepare final contract; incorporate proposal technical and business terms	60	
Review/work on final appendices	40	
Advise re DIR registration and contract award	10	
Board meeting to award contract	8	
Prepare resolution; work on staff report and agenda packet	20	
Check contractor bonds, insurance, license, etc.	10	
Misc. staff meetings and conference calls	30	
Other client Q&A via email and phone calls	20	
Other/contingency	40	
Subtotal - hours	516	
Subtotal - fee estimate		\$159,960
Total legal services for design-build contract work		
Hours	1256	
Fee Estimate		\$389,360
<i>Other Legal Tasks (as may be assigned by SRWA)</i>		
Review/comment/work on draft and final EIR	60	
Other CEQA related meetings, phone calls, and emails	40	
Water right change petition advice/assistance	60	
Other permits-related advice/assistance	40	
Work on water supply contract(s) with other water providers	40	
SRF agreement review; related advice/assistance	40	
Lands/rights-of-way advice and assistance	40	
Other/contingency	40	
Hours	360	
Fee estimate		\$111,600
Total legal services for D-B work (line 71) & other tasks (line 83)		
Hours	1616	
Fee Estimate		\$500,960



SRWA
 STANISLAUS REGIONAL
 WATER AUTHORITY

BEFORE THE BOARD OF THE STANISLAUS REGIONAL WATER AUTHORITY

IN THE MATTER OF APPROPRIATING }
 \$500,960 TO ACCOUNT NUMBER }
 950-53-552.51801_006 "SRWA WET WELL }
 CONSTRUCTION LEGAL SERVICES" TO BE }
 FUNDED VIA CONTRIBUTIONS FROM SRWA }
 PARTICIPATING AGENCIES AS OUTLINED }
 IN THE RAW WATER PUMP STATION }
 PHASE I FUNDING AGREEMENT }

RESOLUTION NO. 2018-

WHEREAS, the Stanislaus Regional Water Authority (SRWA) has a need to retain special legal services related to Phase 2 of the proposed Regional Surface Water Supply Project (Project); and

WHEREAS, the SRWA has previously engaged the services of Bartkiewicz, Kronick and Shanahan (BKS) to perform said services for the Phase 1 portion of the Surface Water Project which was completed successfully; and

WHEREAS, BKS has provided Scope of Work and Fee Estimate in the amount of \$500,960; and

WHEREAS, the costs for this work will be funded via contributions from SRWA participating agencies as outlined in the Raw Water Pump Station Phase I Funding Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Stanislaus Regional Water Authority that it does hereby appropriate \$500,960 to account number 950-53-552.51801_006 "SRWA Wet Well Construction Legal Services" to be funded via contributions from SRWA participating agencies as outlined in the Raw Water Pump Station Phase I Funding Agreement.

PASSED AND ADOPTED at a regular meeting of the Board of the Stanislaus Regional Water Authority this 1st day of March, 2018, by the following vote:

- AYES:
- NOES:
- NOT PARTICIPATING:
- ABSENT:

ATTEST:

 Allison Martin, Board Secretary



From: Michael Brinton, Interim General Manager

Prepared by: Garner R. Reynolds, Technical Advisory Committee

1. ACTION RECOMMENDED:

Note: Consideration of the below actions is contingent upon approval of the Raw Water Pump Station Phase 1 Project Construction Funding Agreement, Item 7A.

Motion: Approving an agreement with Inferrera Construction Management Group, Inc. for Construction Management Services for the Stanislaus Regional Water Authority Raw Water Pump Station, Phase 1 Construction Project in an amount not to exceed \$612,691

Resolution: Appropriating \$612,691 to account number 950-53-552.51801_002 "SRWA Wet Well Construction - Construction Management" to be funded via contributions from SRWA participating agencies as outlined in the Raw Water Pump Station Phase I Funding Agreement

2. DISCUSSION OF ISSUE:

The Stanislaus SRWA recently awarded the construction of the Raw Water Pump Station Phase 1 Project to Overaa Construction. Due to the level of effort and the critical component of this part of the project, staff recommends the utilization of a qualified construction management firm to oversee the construction.

On December 6, 2017, SRWA advertised the RFP. The deadline to submit proposals was January 11, 2018. Staff received a total of three (3) qualified proposals from various consulting firms. A selection committee of four (4) SRWA staff members performed an extensive review of each of the submitted proposals, conducted an interview with the top firm, and ultimately, the selection committee unanimously agreed on Inferrera Construction Management Group, Inc. (ICM).

Proposed costs are as follows:

ICM	-	\$556,992
Carollo	-	\$688,260
CCM	-	\$895,260

Staff recommends awarding a contract to ICM in the amount of \$556,992, with a 10% contingency in the amount of \$55,699 for a total not-to-exceed amount of \$612,691.

3. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: \$612,691

Budget Amendment: Appropriate \$612,691 to account number 950-53-552.51801_002 "SRWA Wet Well Construction - Construction Management" to be funded via contributions from SRWA participating agencies as outlined in the Raw Water Pump Station Phase I Funding Agreement.

4. INTERIM GENERAL MANAGER'S COMMENTS:

Recommend approval.

5. ENVIRONMENTAL DETERMINATION:

N/A

6. ALTERNATIVES:

The alternative would be to not approve the agreement. This alternative is not recommended due to it resulting in delays in completing the Raw Water Pump Station, Phase 1 Construction Project.



SRWA
STANISLAUS REGIONAL
WATER AUTHORITY

**AGREEMENT FOR SPECIAL SERVICES
between
Stanislaus Regional Water Authority
and
Inferrera Construction Management Group, Inc.
For
Construction Management Services
For The
Stanislaus Regional Water Authority, Raw Water Pump Station, Phase 1**

THIS AGREEMENT is made this 1st day of March, 2018, by and between the **Stanislaus Regional Water Authority**, a joint powers corporation of the State of California hereinafter referred to as "SRWA" and **Inferrera Construction Management Group, Inc.**, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, in accordance with California Government Code §37103, SRWA has a need for Construction Management Services for the Stanislaus Regional Water Authority Raw Water Pump Station, Phase 1 Construction Project; 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. CONSULTANT shall provide Services that are acceptable to SRWA.

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: SRWA agrees to pay CONSULTANT in accordance with Exhibit B as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and 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 Six Hundred Twelve Thousand Six Hundred Ninety-one and No/100^{ths} Dollars (\$612,691.00). 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 SRWA specifying the date, location and service rendered, and the charge therefor.

(b) Payment:

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

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

(3) If SRWA disputes any items on an invoice for a reasonable cause, which includes but is not limited to unsatisfactory service, SRWA 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 SRWA. SRWA 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) SRWA reserves the right to only pay for such services rendered to the satisfaction of SRWA.

5. TERM OF AGREEMENT: This Agreement shall become effective March 1, 2018 and end March 1, 2020 subject to SRWA's availability of funds.

6. EXTENSION OF AGREEMENT: SRWA may elect to extend this Agreement for three (3) additional one-year terms, on the same terms and conditions, upon providing written notice to CONSULTANT thirty (30) days prior to the expiration of this Agreement. On each anniversary date, CONSULTANT will be allowed to increase prices. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in CONSULTANT's published prices, whichever is lower. In all cases, SRWA may cancel the contract if a requested price increase is not acceptable.

7. INSURANCE: CONSULTANT shall not commence work or services under this Agreement until CONSULTANT has obtained SRWA's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall CONSULTANT allow any subcontractor to commence work or services 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 or services 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.

(a) Minimum Scope of Insurance: When applicable, coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 for ongoing operations and 20 37 for products/completed operations), to be approved by the SRWA. .

(2) Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(4) Errors and Omissions/Professional Liability Insurance.

(b) Minimum Limits of Insurance: CONSULTANT shall maintain limits no less than:

(1) General Liability (including operations, products and completed operations): \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: \$1,000,000 per occurrence for bodily injury and property damage.

(3) Workers' Compensation: as statutorily required by the State of California. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

(4) Errors and Omissions/Professional Liability: \$1,000,000 per claim.

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

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

(1) SRWA, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insured 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 SRWA and any insurance or self-insurance maintained by SRWA 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 SRWA under this Agreement, the insurer, broker/producer, or CONSULTANT shall provide SRWA 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.

(e) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

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

(g) 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 SRWA 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.

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

8. INDEMNIFICATION:

Indemnity for Professional Liability: When the law establishes a professional standard of care for CONTRACTOR's Services, to the fullest extent permitted by law, CONTRACTOR 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 CONTRACTOR (and its Subcontractors) are responsible for such damages, liabilities

and costs on a comparative basis of fault between the CONTRACTOR (and its Subcontractors) and the CITY in the performance of professional services under this Agreement. CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR or by any individual or agency for which CONTRACTOR is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of CONTRACTOR.

9. 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 SRWA. CONSULTANT, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of SRWA. CONSULTANT has no authority or responsibility to exercise any rights or power vested in the SRWA. No agent, officer, or employee of the SRWA is to be considered an employee of CONSULTANT. It is understood by both CONSULTANT and SRWA 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 SRWA.

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 SRWA only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to SRWA'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 SRWA 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 SRWA neither the CONSULTANT or CONSULTANT'S assigned personnel shall have any entitlement as a SRWA employee, right to act on behalf of the Agency in any capacity whatsoever as an agent, or to bind the SRWA 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 SRWA harmless from any and all claims that may be made against SRWA based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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

11. 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 SRWA for Default of CONSULTANT. Should CONSULTANT default in the performance of this Agreement or materially breach any of its provisions, at its option SRWA 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 SRWA's property by CONSULTANT, dishonesty or theft.

(c) Termination by CONSULTANT for Default of SRWA. Should SRWA 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 SRWA. 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 SRWA, dishonesty or theft.

(d) Termination for Failure to Make Agreed-Upon Payments. Should SRWA 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 SRWA in writing of such failure to pay. The termination date shall be the effective date of the notice.

(e) Termination by SRWA for Change of CONSULTANT'S Tax Status. If the Agency determines that CONSULTANT does not meet the requirements of federal and state tax laws for independent contractor status, SRWA 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 SRWA so requests, and at SRWA's cost, CONSULTANT shall provide sufficient oral or written status reports to make SRWA reasonably aware of the status of CONSULTANT'S work on the project. Further, if SRWA so requests, and at SRWA's cost,

CONSULTANT shall deliver to SRWA 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, SRWA will pay CONSULTANT an amount based on the percentage of work completed on the termination date, this percentage shall be determined by SRWA in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by SRWA for Default of CONSULTANT, CONSULTANT understands and agrees that SRWA may, in SRWA'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 SRWA as of the termination date.

12. 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.

13. 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.

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

15. 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.

16. 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 SRWA 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.

17. 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 SRWA, and may be used by SRWA as it may require without any additional cost to SRWA. No reports shall be used by the CONSULTANT for purposes other than this contract without the express prior written consent of SRWA.

18. 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 the Agency.

19. 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 Agency at the start and end of this contract if so required at the option of SRWA.

20. AMENDMENTS: Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for SRWA 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 SRWA 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, SRWA 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.

21. 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 SRWA at the request of SRWA.

22. 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 sub-consultants and sub-contractors to comply with that section as may be required by law.

23. 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.

24. 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.

25. AUDIT: SRWA'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 SRWA 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. SRWA's representative shall have the right to reproduce any of the aforesaid documents.

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

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

28. 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.

29. BUSINESS LICENSE: CONSULTANT will have a Stanislaus County business license.

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

31. 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 SRWA during normal business hours upon reasonable notice. Such records shall be turned over to SRWA upon request.

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

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

34. 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: INFERRERA CONSTRUCTION MGMT GROUP, INC.
ATTN: JEFFREY INFERRERA, PRESIDENT
7040 SETTLERS TRAIL
SHINGLE SPRINGS, CA 95682
PHONE: 916-984-7726**

for AGENCY: STANISLAUS REGIONAL WATER AUTHORITY
ATTN: MICHAEL F. BRINTON
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 538-5758
FAX: (209) 538-5675

35. AGENCY CONTRACT ADMINISTRATOR: The SRWA's contract administrator and contact person for this Agreement is:

Michael F. Brinton
156 S. Broadway, Ste. 270
Turlock, California 95380-5456
Telephone: (209) 538-5758
E-mail: Michael.brinton@ci.ceres.ca.us

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

STANISLAUS REGIONAL
WATER AUTHORITY,
a joint powers authority

By _____
Gary Soiseth, Chair

Date _____

CONSULTANT,
a California Corporation

By _____
Jeffrey Inferrera

Date _____

APPROVED AS TO FORM:

By _____
Phaedra A. Norton, General Counsel

Date _____

ATTEST:

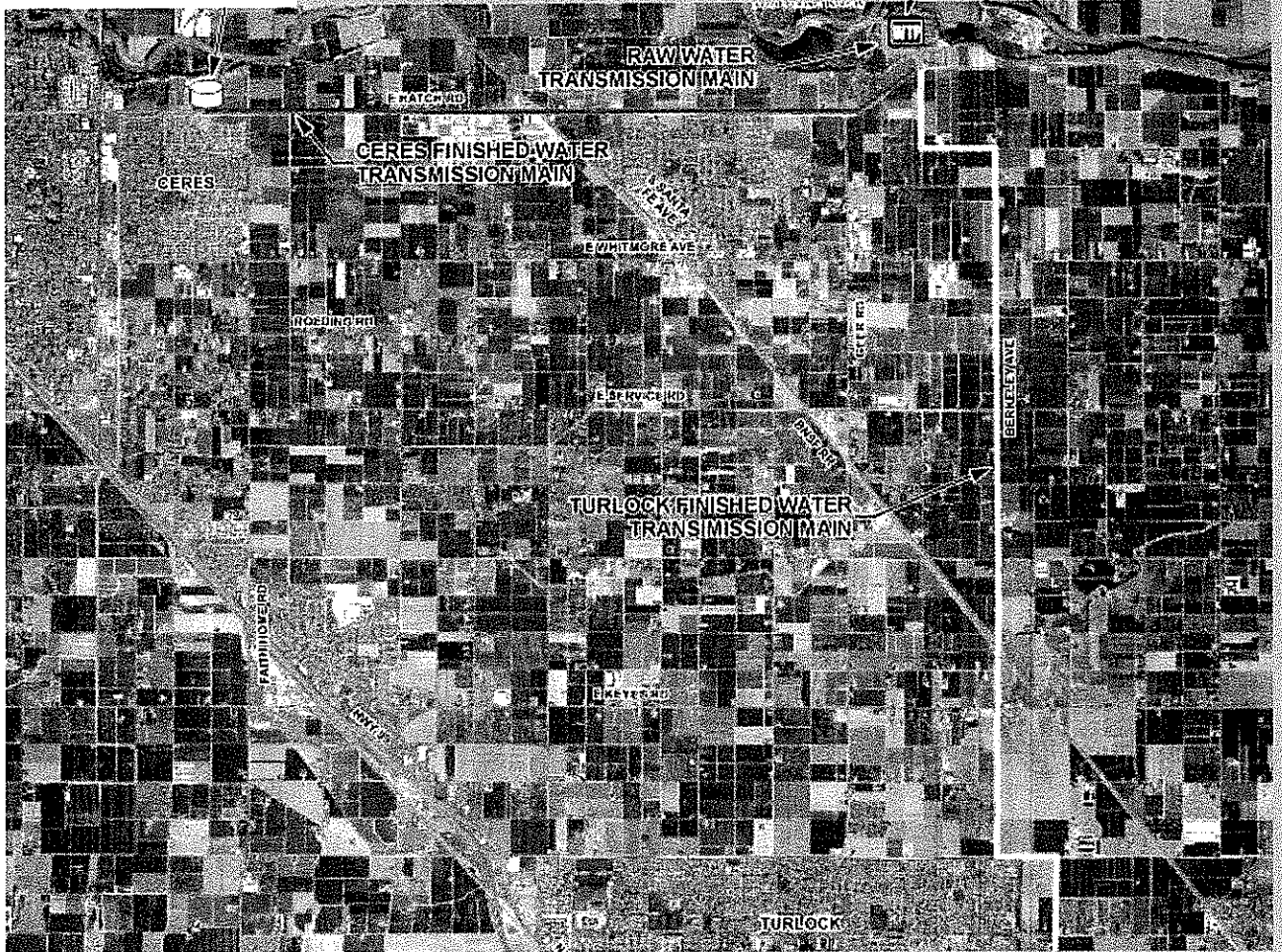
By _____
Allison Martin, Board Secretary

Date _____



SRWA
STANISLAUS REGIONAL
WATER AUTHORITY

REGIONAL SURFACE WATER SUPPLY PROJECT



Proposal for:
CONSTRUCTION MANAGEMENT SERVICES
for the
Stanislaus Regional Water Authority
Raw Water Pump Station, Phase 1 Construction Project

January 11, 2018

ICM



January 11, 2018

Mr. Mike Brinton
Stanislaus Regional Water Authority
156 South Broadway, Ste. 150
Turlock, CA 95380

RE: Proposal for Construction Management Services for the Stanislaus Regional Water Authority Raw Water Pump Station, Phase 1 Construction Project

Dear Mr. Brinton:

I was there, in 2001, working as construction manager for the construction of the infiltration gallery. I vividly recall rerouting the river, installing the infiltration gallery, and figuring out where to locate the ends of the air sparge piping. Interestingly, we armored the south river bank to prevent the river from moving at that location and there the Tuolumne River still runs, staying on course. It was a great and successful project for the Turlock Irrigation District! At the time I was working for HDR Engineering. Since then I used all my great experiences working at Black and Veatch and HDR to create an awesome company of resident engineers and inspectors to serve local water and wastewater public agencies.

ICM is a third-party construction management and inspection company that specializes in pump station, treatment plant, and pipeline public works projects. All of our staff is dedicated to providing CM and inspection services solely for water and wastewater projects. We are not a design firm and our clients have found this to be an advantage for two reasons. First, construction management and inspection of water and wastewater public works projects is all we do; that is our core business and provides you with a firm that is specialized and focused on bringing you a successful pump station project. Second, ICM does not compete with design firms which allows us to provide the City with unbiased services focusing on a successful outcome.

This is an important pump station project that will begin the eventual supply of water from the Tuolumne River to the Cities of Ceres and Turlock. ICM has completed 13 pump station projects and our team is uniquely qualified to provide CM and inspection for the Raw Water Pump Station.

For your project, we propose that I serve as resident engineer. Paul Lopez, our senior inspector, and Steve Miller, our electrical inspector, are our other key players. Paul and I have worked on projects together for 7 years. Steve has been my electrical inspector on every pump station and treatment plant project for the past 13 years. Dan Mageau, our frozen soil shoring specialist, will provide review and special inspection of the soil freezing design and operation which will be crucial to project success. Cristiano Melo, BSK geotechnical engineer, Tim Rodriguez, BSK's engineering lab manager, and Dennis Ness, BSK's concrete and soils inspector, will provide the specialized experience with soils and concrete during construction.

We acknowledge Addendum 1.

Included under separate cover is our cost proposal. Our cost proposal provides budget to accomplish required CM and inspection tasks based on our experience on numerous pump station projects.

Thank you for reviewing our qualifications and we look forward to helping you on this important project. If you have questions or comments, please call me at 916-792-9871.

Sincerely,
Inferrera Construction Management Group, Inc.

A handwritten signature in black ink, appearing to be 'J. Inferrera', with a long horizontal stroke extending to the right.

Jeffrey Inferrera, PE
President

Introduction

The Stanislaus Regional Water Authority (SRWA) is a Joint Powers Authority (JPA) formed in 2011, which includes the California Cities of Ceres and Turlock, and also includes participation by the Turlock Irrigation District (TID), with TID not part of the JPA. The SRWA has been evaluating water supply options to serve the existing and future water demands of municipal and industrial water customers within both cities service areas. Each of the cities is authorized to develop, obtain, and provide a municipal and industrial water supply, pursuant to California law.

Due to the unsustainability of the groundwater basin from which both cities entirely obtain their water supply, and on-going groundwater quality issues, the SRWA is moving forward with developing a *Regional Surface Water Supply Project (RSWSP)* that will provide a safe and reliable high quality treated surface water supply to supplement supplies for both cities, to help meet the long-term drinking water needs of each participating city.

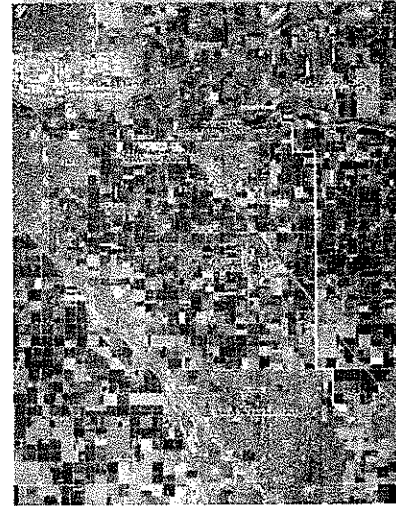
The RSWSP is a phased collaborative effort that will provide water from the Tuolumne River via an existing infiltration gallery installed in gravel about 8-feet below the bottom of the river bed, a new intake structure and pump station, treat the raw water to drinking water standards, and deliver it to the SRWA service areas for municipal and industrial uses.

Phase 1 of the RSWSP involves construction of a pump station located along the south bank of the Tuolumne River west of the Geer Road Bridge and the Fox Grove Regional Park. The pump station will be used to extract water from the Tuolumne River through the existing infiltration gallery. Initially, the pump station will extract water for testing purposes and ultimately will extract water for delivery and treatment to the proposed water treatment facility for distribution to the cities of Ceres, Turlock and the Turlock Irrigation District.

The phase 1 RSWSP pump station construction contract is scheduled to be executed in February 2018 with construction scheduled to begin in July 2018 and completed in December 2019. West Yost Associates will provide engineering services during construction.

Project features include the following:

1. Reinforced concrete structure
2. Cast iron sluice gates
3. Submersible pumps
4. Infiltration gallery development and testing
5. Electrical instrumentation and control facilities
6. Sitework improvements
7. Appurtenant work



ICM Qualifications

General Background Information

Inferrera Construction Management Group, Inc. (ICM) is a California corporation and was founded by Jeffrey Inferrera in 2005 to provide local districts, cities, counties, and agencies specialized third party construction management and inspection services for their water and wastewater projects. Early in his career, Jeff was mentored in construction management and construction claims by some of the best construction managers in the business while working ten years for Black and Veatch. His projects included hard bid construction of water and wastewater treatment plants and included large national and international projects. Moving to California in 1999, Jeff joined HDR Engineering and quickly became a recognized leader in construction management, holding HDR's Class A Contractor's license, being promoted to Vice President, and becoming involved with the Design Build Institute, American Construction Inspectors Association and the Engineers Joint Contract Documents Committee. Jeff's dedication to client service, precision to the details that make a successful project, and commitment to a flat organizational structure propelled him to start ICM Group.

For the SRWA's Raw Water Pump Station Project, we propose Jeff Inferrera as the Construction Manager/Resident Engineer. He will provide unparalleled experience in all facets of the project.

Jeffrey Inferrera is an accomplished and experienced construction manager with over 22 years of experience. His experience includes the following pertinent projects:

- Construction Manager for In-channel Raw Water Intake Structure on the Tuolumne River (42.5-mgd)
- Construction Manager for Manteca Influent Pump Station (30-mgd)
- Resident Engineer for Woodbridge Pump Station (6-mgd)
- Resident Engineer for Tara Park Pump Station (4-mgd)
- Resident Engineer for Lower Cross Country Pump Station (1-mgd)
- Resident Engineer for Levee Construction (Linda Levee Project, SRP9 Project, 7/11 Project)
- Consulting Engineer for TID Regional Surface Water Supply Project (42.5-mgd)

As noted in the first bullet point above, Jeff worked as construction manager on the Special Run Pool 9 Project (SRP-9) during his employ with HDR Engineering. He worked with Wilton Fryer, PE of the Turlock Irrigation District. The Contractor was Ongrade Construction, David Lomeli was the Project Manager. The SRP-9 project included re-routing the Tuolumne River through the walnut orchard to the north of the river, constructing the infiltration gallery below the river bed leaving stub outs under the levee for the future pump station, rebuilding the levee along the south bank of the river, armoring the south bank levee so it does not move during a flood, and reconstructing a levee through Run Pool 9 which was an old quarry hole connected to the river.

It was a \$4 million project built in 2001 that included 1,000 lineal-feet of 48-inch diameter HDPE pipe, 800-feet of 36-inch diameter stainless steel well screen. The project was successfully completed on time, on budget, and no claims.

It is Jeff's recollection that the HDPE pipe is 48 inches in diameter.

During his time with HDR Engineering and ICM, Jeff has successfully completed work on ten pump station projects. These projects have ranged in size up to 50-mgd pumping capacity and excavation to depths of 40-feet.

During his time with Black & Veatch, HDR Engineering and with ICM, Jeff has successfully completed projects with a variety of shoring systems, including 75-foot deep slurry walls, 55-foot deep sheet piles, 75-foot deep slurry injection, and as was done on the infiltration gallery project (SRP-9), open cut excavation.

Jeff has also worked on five levee projects in addition to SRP-9 including the 7/11 Mining Levee Reconstruction on the Tuolumne River upstream of the SRWA RWPS Project, the Linda Levee Slurry wall, Little Pocket Levee Slurry Injection, Lago Carraizo Levee and dredging projects in Puerto Rico, and a Philadelphia Corps of Engineers Levee Project.

While working with Black and Veatch on the East Coast, Jeff was the field engineer responsible for oversight on numerous well development projects. Development of these wells were accomplished by air sparging, over pumping, and surging.

Since 2004, Jeff has provided construction management and inspection on over \$80 million worth of construction water and wastewater construction for the City of Manteca. His success can be attributed to his team approach and ability to foresee potential problems so they can be mitigated before they become issues.

For SRWA's Raw Water Pump Station Project, Jeff will be ICM's CM/Resident Engineer. But Jeff is not alone, ICM has experienced construction management and inspection staff that provide added depth of resources for public agency clients both large and small.

Our public agency clients including the following:

Client List and Their Facilities	Size (x1,000 Customers)	Public	State	ICM										Number of ICM Projects		
				Wastewater Treatment Plants	Water Treatment Plants	Sewer Lift Station	Water Pump Station	Water Storage Tanks	Sewer Pipelines	Water Pipelines	Water Services	Developer Projects	Reservoirs and Canals			
El Dorado Irrigation District	100	Yes	CA	*	*	*	*	*	*	*	*	*	*	*	*	20
City of Manteca	72	Yes	CA	*	*	*	*	*	*	*	*	*	*	*	*	14
City of Folsom	73	Yes	CA	*	*	*	*	*	*	*	*	*	*	*	*	6
Citrus Heights Water District	67	Yes	CA	*	*	*	*	*	*	*	*	*	*	*	*	8
Calaveras County Water District	17	Yes	CA	*	*	*	*	*	*	*	*	*	*	*	*	5
Town of Discovery Bay	13	Yes	CA	*	*	*	*	*	*	*	*	*	*	*	*	1
City of Davis	66	Yes	CA	*	*	*	*	*	*	*	*	*	*	*	*	1
Sacramento Suburban Water District	173	Yes	CA	*	*	*	*	*	*	*	*	*	*	*	*	2
Nevada County	<98	Yes	CA	*	*	*	*	*	*	*	*	*	*	*	*	1
San Juan Water District	160	Yes	CA	*	*	*	*	*	*	*	*	*	*	*	*	4
Groveland Community Services	5	Yes	CA	*	*	*	*	*	*	*	*	*	*	*	*	2
Contra Costa Water District	500	Yes	CA	*	*	*	*	*	*	*	*	*	*	*	*	1

ICM Office Location

Inferrera Construction Management Group, Inc.
 7040 Settlers Trail
 Shingle Springs, CA 95682
 (916) 792-9871

ICM Services

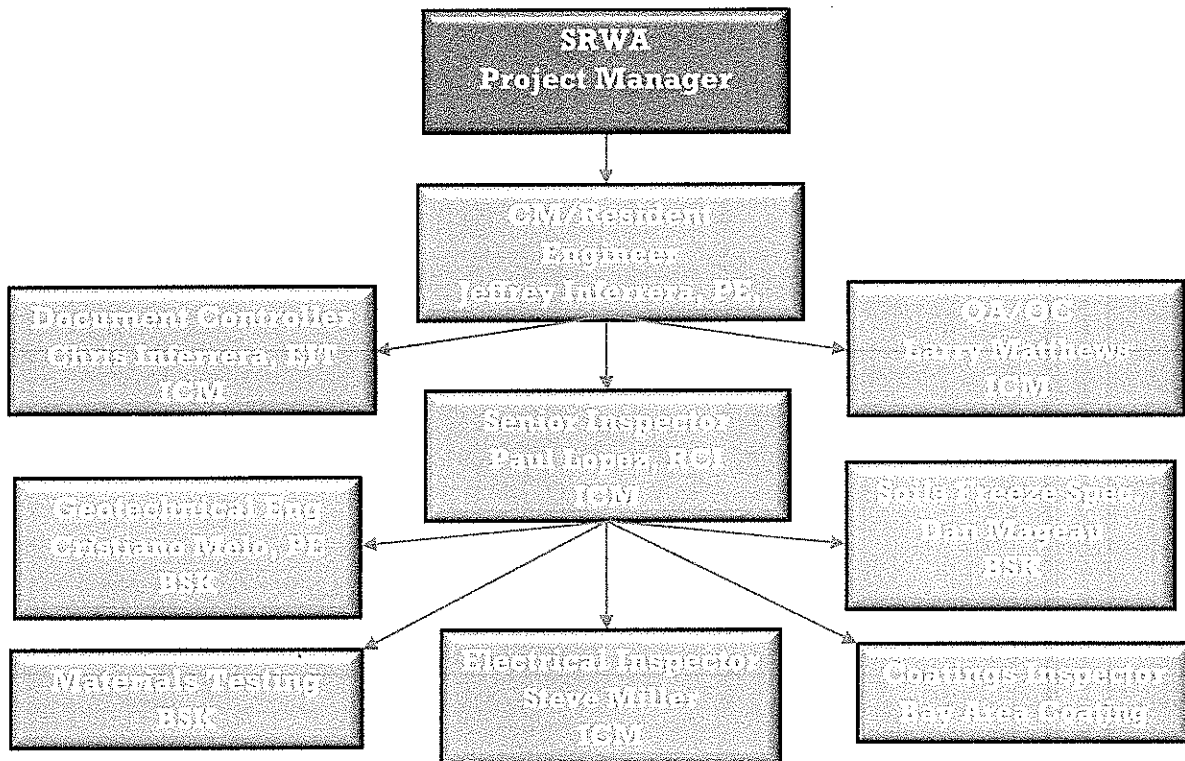
ICM is not a design firm which supplements its services with CM and inspection. ICM is a dedicated CM and inspection firm with a 13-year history of providing quality service to our numerous public works clients throughout Northern California. ICM provides third party construction management and inspection services for water and wastewater projects.

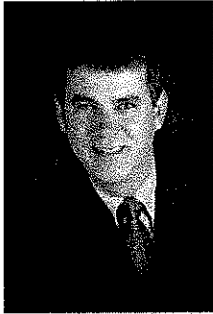
Services offered by ICM are as follows:

- Construction Management
- Resident Engineering
- Construction Inspection
- Scheduling
- Cost Estimating
- Constructability Review
- Special Inspection
 - Electrical
 - Reinforced Concrete
 - CMU
 - Anchor Bolts
 - Building

ICM Project Team

We have assembled a team of experienced construction management and inspection professionals who have spent their careers in the water and wastewater business to provide the Water Authority with exceptional talent for the Project. Our Project Team Organization Chart is as follows:



Key Staff Summaries**Jeffrey Inferrera, PE, RCI – CM/Resident Engineer**

Area of Expertise: Resident engineering and inspection of water and wastewater treatment plants, pump stations, storage tanks, and pipelines.

Education: BS Env. Science and Engineering, Rutgers University
MS Environmental Engineering, Cornell University

Certifications: California Licensed Civil Engineer, C62190
Registered Construction Inspector, ACIA #5832

Experience: Mr. Inferrera has over 25-years of experience as a resident engineer and inspector working on large and small public water and wastewater systems. He is knowledgeable of all trades including civil, mechanical, structural, electrical, I&C, and SCADA.

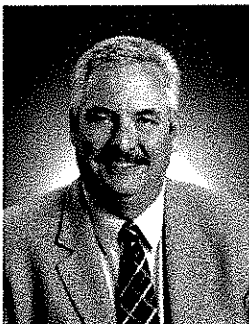
Paul Lopez, RCI –Construction Inspector

Area of Expertise: Inspection of water and wastewater treatment plants, pump stations, pipelines, tanks, and wet utilities for developer projects.

Education: Civil Engineering coursework, Cal. State Univ. – San Diego

Certifications: Registered Construction Inspector, ACIA #6035
D1 – Water Distribution Operation, California DOH #42251

Experience: Mr. Lopez has over 24-years of experience as a public works construction inspector working on large and small public water and wastewater systems. He inspects all trades including site civil, mechanical, structural, coatings, and electrical. He is experienced with shut downs, tie ins, and start up. As a team player, he keeps the project moving.

Steve Miller – Electrical Inspector

Contact: Steve lives in Citrus Heights and can be contacted at 916-532-3007.

Area of Expertise: Special Inspection of electrical, fiber optic, instrumentation, and control systems for treatment plants and pump stations projects.

Education: Engineering Science coursework, American River College

Experience: Jeff and Steve have worked on projects together for 13 years. Steve has over 30-years of experience as an electrical inspector and electrician. He has performed the electrical inspection on every one of ICM's treatment plant and pump station projects since 2004. He is experienced with medium voltage power and is currently providing special inspection of PLC consolidation and upgrades, 17kV power installation, and new MCCs at the Manteca Digester Project. He has provided electrical inspection on the same projects as Jeff Inferrera including Manteca's Primary and

Secondary Expansion, Solids Handling Facility, Digester Expansions and Rehabilitation Project, Tertiary Project, and on Davis' Headworks and Digester Rehabilitation Project.

Depth of Resources

Since its founding, Jeff has hired engineers and inspectors with a strong background in water and wastewater and with a drive for excellence. Most of our inspectors are certified by ACIA, with most of them having worked in the water and wastewater business for over 20-years. Together they have successfully completed the construction management and inspection of 18 treatment plants, 13 pump stations and over 25 pipeline projects.

ICM manages roughly \$40 million dollars of water and wastewater construction projects for its public agency clients throughout Northern California annually.

Additional staff available to support ICM's Project Team is present below.

ICM Staff Chart

ICM Staff Certifications And Experience	CA Licensed Engineer	Construction Management	Treatment Plant Inspection	Pump Stations Inspection	Pipeline Inspection	Civil Inspection	Structural Inspection	Mechanical Inspection	Electrical Inspection	Coatings Inspection	OSHA 10 Hour Safety	Confined Space	Years at ICM	Years' Experience
	Resident Engineers / Inspectors													
Jeffrey Inferrera, PE, RCI	*	*	*	*	*	*	*	*	*	*	*	*	13	26
Ricardo Bedoy, PE	*	*	*	*	*	*	*	*	*	*	*	*	3	30
Ken Zeier, PE	*	*	*	*	*	*	*	*	*	*	*	*	5	25
Don Kurosaka, PE	*	*	*	*	*	*	*	*	*	*	*	*	1	30
Inspectors														
Paul Lopez, RCI	*	*	*	*	*	*	*	*	*	*	*	*	7	26
Steve Miller	*	*	*	*	*	*	*	*	*	*	*	*	13	28
Hitesh Joshi, RCI	*	*	*	*	*	*	*	*	*	*	*	*	10	30
David Steinbeck	*	*	*	*	*	*	*	*	*	*	*	*	4	15
Thomas Gomes	*	*	*	*	*	*	*	*	*	*	*	*	4	35
Matt Livingston, ICC	*	*	*	*	*	*	*	*	*	*	*	*	1	18
Larry Mathews	*	*	*	*	*	*	*	*	*	*	*	*	3	40
Chris Inferrera, EIT	*	*	*	*	*	*	*	*	*	*	*	*	3	3
George Ackerman, RCI	*	*	*	*	*	*	*	*	*	*	*	*	1	25
Keith De Lapp, B. Sc. Arch. Eng.	*	*	*	*	*	*	*	*	*	*	*	*	1	30
Document Control / Administration														
Terrie Sloan	*	*	*	*	*	*	*	*	*	*	*	*	12	14

At ICM we have many repeat clients. Clients want us to work on their projects because of the experienced and high caliber resident engineers and inspectors on our staff. Currently, we have four licensed engineers, ten inspectors, and one document controller on staff. All are dedicated exclusively to water and wastewater public works projects.

Tony Barela, PE, Operation Manager for the San Juan Water District provided this reference:

“Jeff Inferrera and the ICM staff have worked for six years on five very complex projects for the District. With them on the District team, our projects were completed on time, on budget and, of utmost importance, no claim. We are thrilled to work with them. In my opinion, their experience, professionalism, attention to detail, and excellent communication skills is the reason for their success.”

Jason DeGroot, PE, Senior Engineer (formerly with the City of Manteca Public Works Department but now with Central Contra Costa Sanitary District) provided the following reference:

“I have had the pleasure of working with ICM Group for six years. ICM has provided outstanding construction management and inspection services at the Manteca WWTP on four very large and complex plant improvement projects. ICM has provided detailed and thorough inspection on our projects, always professional and highly knowledgeable on all aspects of construction. Consequently, we have had no claims on over \$75 million of construction.”

ICM keeps projects on track. An example of this was when the Calaveras County Water District (CCWD) had an emergency project to expand the Jenny Lind Treatment Plant capacity. This project was a complicated expansion requiring multiple plant shutdowns and intense coordination with plant staff. The project was completed early, on budget, and with no claims. Since then, ICM has successfully completed three other District projects and trained District staff in construction management methodology. Bill Perley, Utility Director (now retired) for CCWD states:

“ICM does an outstanding job. We’ve had a lot of CM firms working at the District. ICM’s the only one I trust.”

With ICM on your side, you can expect a quality project, completed on budget, on time, and with no claims or end of project issues.

ICM staff are trained using our in-house training program. In addition, our staff is encouraged to obtain inspection certification through the American Construction Inspectors Association. Our inspectors know what to look for on pump station projects and we know how to keep projects on track.

Subconsultants

Bay Area Coating Consultants, Inc. (BACC) will provide NACE Certified Coating and Lining Inspection Services. ICM has worked with BACC for the past 5 years. BACC has been in the coating inspection industry for the past 25-years. **BACC** is a valuable team member successfully performing their scope of work responsibilities to the satisfaction of all team members.

Office Location: Bay Area Coating Consultants, Inc.
1119 K Street
Modesto, CA 95354
(209) 652-6962

BSK Associates will provide soils, materials, and special inspection testing services, including compaction testing, concrete, rebar, and welding inspection. **BSK Associates** will also be available for geotechnical review. ICM has worked extensively with **BSK** at the Manteca WCQF Improvements project for the past several years. **BSK** has proven to be a valuable team member successfully performing their scope of work responsibilities to the satisfaction of all team members.

Part of our team is Mr. Daniel Mageau. Mr. Mageau has over 40 years of geotechnical experience as a foundation design consultant and as a frozen soil shoring designer. He helped found and was the vice-president and chief engineer of SoilFreeze, Inc., a leading contractor in ground freezing techniques.

Office Location: BSK Associates
399 Lindbergh Ave.
Livermore, CA 94551
(925) 315-3151

Project Examples

Special Run Pool 9 (SRP-9) Mining Reach for Tuolumne River Restoration - Turlock Irrigation District, Turlock, CA \$4.0 Million

Completed with NO claims



Damming the Tuolumne river to isolate Raw-Water Intake Structure

CM: Jeff Inferrera | Jeff Inferrera was the construction manager (CM) for this river restoration project, which included a water intake structure, 1,000 lineal-feet of 48-inch diameter HDPE pipe, 800-feet of 36-inch diameter stainless steel well screen, one-mile of dike construction, relocation of the river channel, and construction of a raw-water intake structure under the river bed. Conducted progress meetings, reviewed pay applications, negotiated change orders, reviewed schedules, and managed resident

engineer and inspector.

Wastewater Quality Control Facility Primary and Secondary Expansion, Manteca, CA \$85 Million

Completed with NO claims

CM: Jeff Inferrera | Lead Inspector (LI) Paul Lopez
 Elect. Inspect. (EI) Steve Miller

Manteca's primary and secondary plant expansion included nitrification/denitrification and oxidation basins; new headworks; new plantwide power service; new SCADA programming; grit tanks and sedimentation basins; secondary clarifiers; and expansion of the laboratory and offices. This project increased the plant capacity from 7-mgd to 20-mgd.

The Tertiary Filtration and UV Disinfection phase consisted of installation and construction of a 10-mgd tertiary process at Manteca's existing Wastewater Treatment Facility. The project included wastewater filters, UV disinfection, chemical handling building, covered primary sedimentation basins, odor control biofilter facilities, pumps, blowers, generators, valves, and vaults. Also included was construction of a 7 million gallon covered and lined secondary effluent equalization pond.



ICM has provided CM services for the City of Manteca's Water Quality Control Facility Expansion Projects Continuously for 13-years

The services provided included construction management (change orders, weekly meetings, schedule review, progress payments, monthly reports, claims mitigation), contract administration (document control, meeting minutes), inspection (civil, structural, mechanical, electrical, I&C), testing (soils,

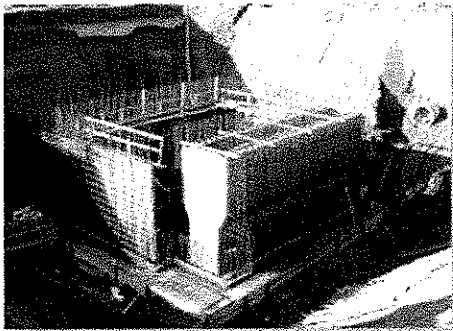
concrete, welding, coatings), and startup support. Post-construction phase services consisted of coordination with the design engineer for the finalization of record drawings and preparation of the construction completion report.

Based on the success of the project, the City of Manteca was awarded the CWEA “Plant of the Year” award.

Woodbridge Pump Station, City of Manteca, CA

\$2.5 Million

Completed with NO claims



Pump Station Wall Construction

CM: Jeff Inferrera | EI: Steve Miller

The Woodbridge Wastewater Pump Station Project consisted of the construction of a new 5-mgd pumping station built for future expansion to 7-mgd. The pumping station has a wet well, dry well, pumps, odor control biofilter, generator, piping, valves, and vaults.

ICM provided construction inspection services including Daily Field Inspection, Daily Inspection Reports, Photographic documentation, Materials Testing, Administrative Services, Verification of quantities and progress payments, Start-up, and punch list activities.

Tara Park Pump Station - Manteca, CA

\$2.0 Million

Completed with NO claims

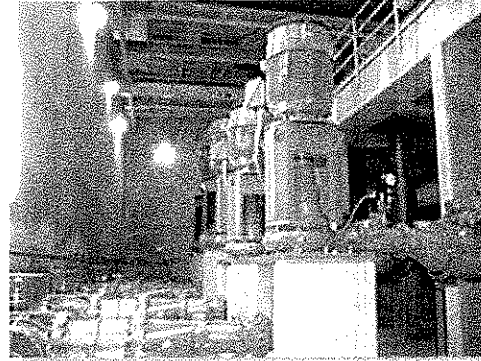
CM: Jeff Inferrera | EI: Steve Miller | The Tara Park Wastewater Pump Station Project consists of the construction of a new 4-mgd pumping station built for future expansion to 6-mgd. The pumping station has a wet well, dry well, pumps, odor control biofilter, generator, piping, valves, and vaults.

ICM Group, Inc. provided construction management services including resident engineering, inspection, materials testing, start-up, and administrative services.



Influent Pump Station, City of Manteca, CA \$12.5 Million*Pump Station Wall Construction**Completed with NO claims*

CM: Jeff Inferrera | EI: Steve Miller | Manteca's influent pump station is a 20-mgd pump station with three 100-hp pumps and two 50-hp pumps. The fifty-foot tall facility is mostly underground and required extensive sheet piling and dewatering for construction. Thick walls and large counterforts provide structural stability. Motor controls, variable frequency drives, and two generators are located in an aboveground CMU control building.

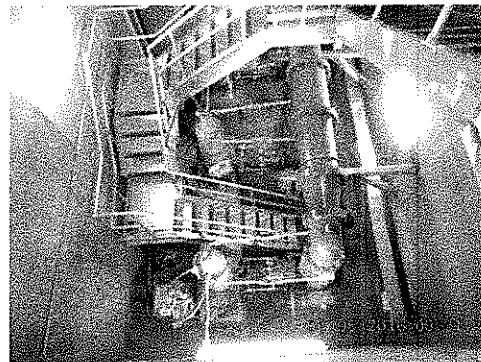
*Pedestal Mounted Pumps***Oak Avenue Pump Station, City of Folsom, CA**

\$2.08 Million

Completed with NO claims

CM: Jeff Inferrera | LI: Paul Lopez | EI: Steve Miller | The Oak Avenue Pump Station Rehabilitation Project consisted of the demolition of existing pump facilities, installation of three new 100-hp vertical turbine pumps, new VFDs, new MCC, new 30,000-gallon underground overflow tanks, new Anue wet well agitator system, and new pig launch station. This project was completed on a small site with non-stop operation of the existing pump station.

ICM provided construction management and inspection services. Our resident engineer verified construction quality, resolved field issues, and reviewed change order requests, project schedule, and submittals. Our inspector provided daily construction inspection and documentation of construction conditions. ICM also provided material testing and administrative services.

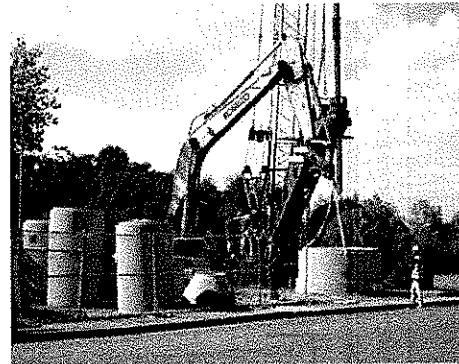
*Pump Station Interior*

Lake Forest Pump Station, City of Folsom, CA

\$0.7 Million

Completed with NO claims

CM: Jeff Inferrera | LI: Paul Lopez | EI: Steve Miller The Lake Forest Pump Station Project consisted of converting the existing pump station to an upstream manhole for the new 12'x 30' pre-cast pump station with T-Lock liner. Valve and metering vaults were installed along with a backup generator and system control panel. Site improvements consisted of a block retaining wall, SMUD power/transformer, asphalt concrete, replacement of existing sidewalks for ADA compliance and a new water service.



*Pump Station Conversion to Precast
Concrete Manhole*

ICM provided construction management, inspection, and document control services. Our services included inspection of construction materials and methods, monthly updates for City managers, change order review and processing, claims mitigation and processing RFIs, submittals, and progress payments.

Lower Cross Country Pump Station, Calaveras County Water District, CA

\$1.9 Million

Completed with NO claims

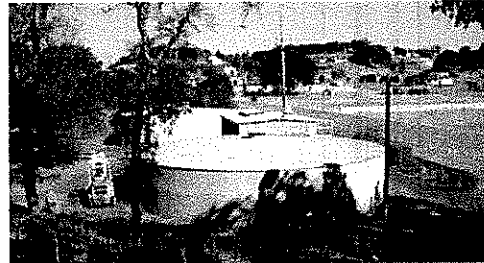
Pump Station Excavation

CM: Jeff Inferrera | LI: Paul Lopez | EI: Steve Miller | The Lower Cross Country Sewage Pump Station Project consists of the construction of a 400-gpm sewage lift station including an 8-foot diameter wetwell, submersible and dry sewage pumps, manholes, gravity and forcemain pipelines, masonry pump house and control building, surge tank system, two 30,000-gallon overflow storage tanks, odor control system, backup generator, motor control center and appurtenances.

ICM provided construction management services including resident engineering, inspection, materials testing, specialty inspection, and administrative services.

Jenny Lind Water Treatment Filter Addition, Calaveras County Water District, CA \$3.2 Million
Completed with NO claims

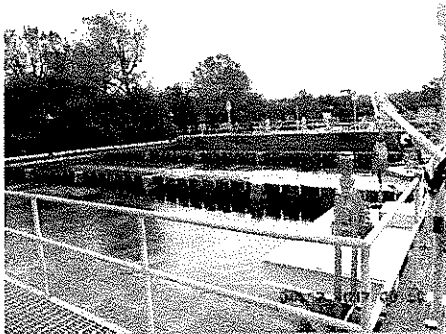
CM: Jeff Inferrera | LI: Paul Lopez | EI: Steve Miller | The Jenny Lind Water Treatment Plant is a 5-MGD plant that treats surface water from the Calaveras River. The Jenny Lind Water Treatment Plant Filter Expansion Project increases the plant capacity to 6-MGD. The project consisted of adding a 700-gpm filter and 2,000-square foot of floor area to an existing treatment building, installing a solids thickener and sludge collector equipment, and upgrading instrumentation and control systems.



Water Treatment Plant

ICM provided construction management and inspection services including resident engineering, inspection of construction materials and methods, specialty inspection, change order review, progress payments, monthly updates for the District, document control, and claims avoidance.

Peterson Water Treatment Plant Rehabilitation, San Juan Water District, CA \$6.0 Million
Completed with NO claims



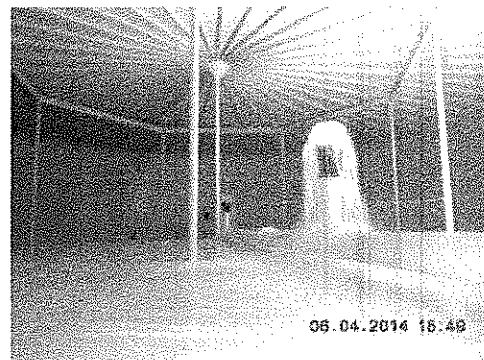
Flocculation Basin

CM: Jeff Inferrera | LI: Paul Lopez | EI: Steve Miller | This project included the replacement of flocculation equipment, replacement of sludge collection equipment, construction of new concrete settled water conveyance channel and overflow structure, redwood baffle wall additions and replacements, and improvements to sedimentation basin launder column anchorage.

ICM provided construction management services including resident engineering, inspection, materials testing, specialty inspection, and administrative services.

Atherton Booster Pump Station, City of Manteca, CA \$5.6 Million
Completed with NO claims

CM: Jeff Inferrera | LI: Paul Lopez | EI: Steve Miller | The Atherton Booster Pump Station and Tank Project was a design/build project consisting of a new 3.6 million-gallon steel tank, five 150-hp vertical turbine pumps, motor control center, SCADA, emergency generator, masonry building, yard piping, valves, electrical, detention basin, perimeter wall, and paving.



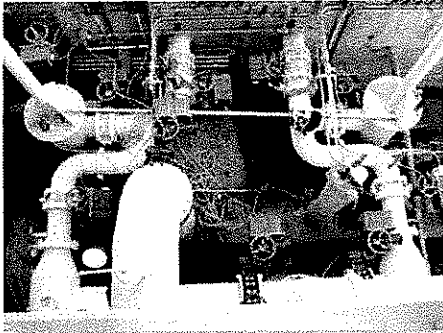
Coated Tank Interior

ICM provided constructability review, bidding support, construction management, inspection, and document control services. Our services included inspection of construction materials and methods;

monthly updates for City managers; change order review and processing; claims mitigation; and processing RFIs, submittals, and progress payments.

Bowman WTP Filter Gallery Improvements, Placer County Water Agency, CA

\$2.5 Million

Completed with NO claims*Pump Station Wall Construction*

ICM Group, Inc., teamed with Domenichelli & Associates, provided inspection services during the construction of improvements at the Bowman Water Treatment Plant Filter Gallery. This project consisted of excavation underneath existing water utility piping and constructing a steel frame metal enclosure to house the existing valve gallery. All work was performed while the treatment plant remained operational.

ICM provided construction inspection services including daily field inspection, daily inspection reports, photographic documentation, materials testing, administrative services, verification of quantities and progress payments, start-up, and punch list activities.

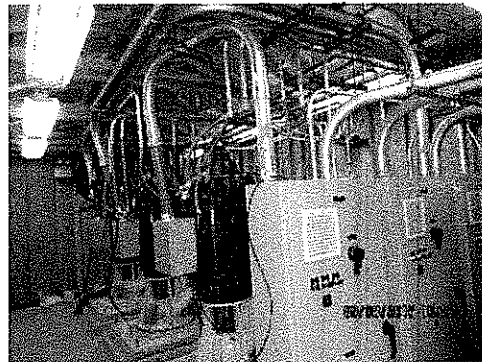
Moose Hall Pump Station Rehabilitation, El Dorado Irrigation District, CA

\$1.25 Million

Completed with NO claims

ICM performed the inspection of this 4-mgd pump station upgrade which consisted of demolition of the existing pumping system, installation of three new 200-hp pumps, piping, and new MCCs and VDFs.

ICM provided construction inspection services including daily field inspection, daily inspection reports, photographic documentation, materials testing, administrative services, verification of quantities and progress payments, start-up, and punch list activities.

*Pumps & Controls*

Public Agency Construction Management Approach

ICM's construction management approach is to adopt an informal partnering attitude with all of the team members. As a pure third-party construction management firm, we want all three parties; the Water Authority, the Design Engineer, and the Contractor to win.

Our first priority is the Water Authority. We want the Water Authority to have a winning project, recognizing that we work for you. We will protect your interests before anyone else. Our monthly report and weekly progress meetings will keep the Water Authority up to date on the status of the Projects. In addition, the Construction Manager will keep the Water Authority Project Manager informed on a daily basis on project details.

We want the Design Engineer to have a winning project. As such, we will have great communication with the designer. We will review the submittals and RFIs to make sure that the right answer is getting back to the field. We will let them know if they are falling behind on paperwork and give them priorities so they stay on track. And if we see potential issues, we will call and discuss to avoid issues before they affect the project. At ICM, we are a third-party CM firm that does not provide design services, so it is not in our interest to make the Design Engineer look bad. On the contrary, we want them to look good so that they are motivated to do a good job for the Water Authority.

We want the Contractor to have a winning project also. As such, we will have great communication with the Contractor and anticipate his work so that we can discuss any issues that might be coming in the future. Their presentation of the three-week look ahead schedule at weekly progress meetings are instrumental to keeping key project players informed on upcoming work so that issues can be expeditiously resolved.

Construction Inspection Approach

ICM's inspection approach is for our inspectors to enforce the Contract requirements. Our inspectors are not authorized to change the Contract or negotiate changes. Their first priority is to verify that the Contract requirements (and industry standards and codes) are being adhered to and, if not, to enforce them. In that effort, our inspectors take copious notes for their daily reports, provide detailed as-built notes on our plan sets, and take a large quantity of digital construction photographs.

Photographic documentation is crucial. For daily photographs, we routinely take between 40 to 60 project photographs a day. Taking many photos has a big effect on the Contractor and it is our opinion that taking large quantities of daily photographs probably is the single most effective way for the contractor's field crews to do higher quality work and prevent claims.

Administrative Approach

At ICM, we know that public works projects are traditionally litigious and if the need arises to go to court, the Water Authority wants to be the party that has the largest and thickest files and the most thorough documentation. With ICM, you will have the most documentation. We log and

track submittals, RFIs, and change orders. We not only control the weekly meeting agenda but we also control the meeting minutes. We efficiently file daily reports, test reports, photographs, and conversation notes. We track the Contractor's planned work and completed work.

Quality Assurance

ICM's Quality Control Program includes the periodic visits from our QA/QC manager and the use of standardized inspection procedures. Our inspectors are trained to follow ICM's Inspection Procedures Manual which identifies concise best practices for all types of inspection related to sewer, water and wastewater construction. We use standardized report formats and standardized photographic procedures. Our inspectors carry a full complement of standard inspection tools and are trained in their proper use. ICM's Quality Assurance Program provides for periodic review of staff work products by ICM management at no extra cost to the Water Authority.

Project Closeout

We know how exasperated one can get when you progress a project to final completion on time and then it takes six months or more to complete the punchlist items. At ICM, we use an Open Item List (much like a pre-punchlist) to avoid delays to project close out. We issue the Open Item List at 75% completion, and keep a running log of work that needs to be completed. The Open Item List assists the Contractor to complete outstanding items while his crews and subcontractors are still onsite. The Open Item List is effective and we have had projects with hundreds of items on the Open Item List and then less than a dozen on the official Punch List with the Contractor completing his work shortly thereafter to the joy of all.

We also provide other project close out tasks such as warranty support. ICM will provide a warranty list for the use of your operation and maintenance staff. We will establish a warranty tracking and reporting system for your staff to use to protect your interests.

ICM has a success rate of 93% for on-time project completion and close-out.

Permitting

Construction General Permit

ICM is experienced working on projects under the jurisdiction of the General Permit where dewatering is planned.

Regulatory Agencies

ICM is experienced coordinating with regulatory agencies and guiding the contractor in maintaining compliance with permit requirements. The control of ground water, the ground improvement methods of ground freezing and/or jet grouting, the support and protection of excavations, and the infiltration gallery development and testing, and the temporary pumping and compressed air systems are a very important part of this project and the project success depends on regulatory compliance. We understand that this project will have considerable

oversight by the following agencies in regards to impacts to the Tuolumne River waters and designated floodway, the Fox Grove fishing area, and the Nazareno Pond property:



California Department of Fish & Wildlife



U.S. Fish and Wildlife Service

Projects like the RWPS Phase 1 require an incredible amount of coordination with a variety of government agencies. The timely receipt of permit approvals is necessary for the project to start within the proper regulatory windows for in-channel work. We understand that the following agencies have permitting authority for the Pump Station:



The U.S. Army Corps of Engineers (404 Permit)



State Water Resources Control Board (Water Rights Diversion)



Central Valley Regional Water Quality Control Board (NPDES)

Below is a list of references who are familiar with our performance on past ICM projects.

Client Reference Table

Client Reference #1	Mr. Phil Govea, Department Manager Turlock Irrigation District (formerly Assistant Dep. Director in Manteca) (209) 883-3447, pdgovea@tid.org	Manteca Projects
Client Reference #2	Tony Barela, Senior Engineer San Juan Water District (916) 791-6939, tbarela@sjwd.org	Peterson Water Treatment Plant
Client Reference #3	Marcus Yasutake, Senior Engineer City of Folsom Public Works Department (916) 351-3528, myasutake@folsom.ca.us	Folsom Pump Stations
Client Reference #4	Vaughn Fleischbein, Senior Engineer City of Folsom Public Works Department (916) 496-6030, vfleischbein@folsom.ca.us	Folsom Pump Stations
Client Reference #5	Fernando Ulloa, City Engineer City of Patterson Public Works (formerly City of Manteca Public Works Dept.) (209) 456-8427, fulloa@ci.patterson.ca.us	Atherton Water Tank and Pump Station Project

Scope of Services

Based on SWRA's Request for Proposals to Provide Construction Management Services for the Intake and Pump Station Facilities and our experience on similar projects, we have developed the following Scope of Services. There are many important tasks of our Scope of Services that protect SRWA from the myriad of issues that might occur on this project.

The intent of the Scope of Services is to provide SRWA with a complete construction management and inspection team so that SRWA personnel are not required to manage or inspect the project. We plan on handling this project for you. However, SRWA is a critical and important team member and SRWA's involvement on the project will be necessary. We will maintain excellent communication with SRWA staff so that there are no surprises.

We recommend SRWA's project engineer and future Facility operator make regular visits to the job site so that if there are any project features that need to be changed to better meet your needs we can get the change done early and quickly to minimize cost and delays. We would like the SRWA's project engineer and operator to attend weekly progress meetings as often as they can, this will help quickly resolve issues. We will need SRWA input on design and field changes to ensure that SRWA's objectives are being met. SRWA will need to approve change orders and contractor progress pay applications. We will hold a number of meetings and recommend that the operator attend to review equipment/valve/piping placement. These meetings will give SRWA's operator an opportunity to optimize the location and orientation of equipment and piping to make maintenance and operation of the Facility easier. Lastly, the operation and maintenance staff will be needed to attend engineer hosted training classes and startup of the facility.

ICM has successfully completed numerous construction projects with a similar Scope of Services presented here. If there are any additional Services you need, we are open to discussing how we can help meet your needs.

Task 1. Pre-Construction Tasks

ICM will perform the following Pre-Construction Tasks:

- ❖ Provide all required documentation required in the "Agreement for Special Services" between Stanislaus Regional Water Authority (SRWA) and ICM within the ten (10) days of award by the SRWA Board.
- ❖ ICM will obtain a Stanislaus County business license.
- ❖ Preparation of a contract administration manual establishing procedures for administration of the construction contract in conformance with the project specifications. The contract administration manual will be submitted to SRWA for review. All SRWA comments will be addressed and incorporated into the manual.
- ❖ Conduct the Pre-Construction Conference and distribute meeting minutes to participants.

- ❖ ICM will prepare a video and photographic record of initial site conditions prior to contractor mobilization.
- ❖ Setup of project files.

Approximate timeframe for performance: February to July 2018

Task 2. Construction Management

ICM will provide the following construction management services:

- ❖ Maintain project records including daily diaries, submittals, Request For Information, change orders, pay applications, correspondence, and photographs.
- ❖ Monitor contractor's work for compliance with plans and specifications.
- ❖ Monitor contractor's rate of progress and schedule.
- ❖ Review contractor's baseline schedule and monthly updates.
- ❖ Review contractor's materials submittals in conjunction with the design consultant.
- ❖ Respond to requests for information and clarification in conjunction with the design consultant.
- ❖ Coordinate materials testing and special inspections.
- ❖ Coordinate with permitting and approval agencies regarding construction activities.
- ❖ Coordinate with potential adjacent TID project on the west end of the Nazareno pond.
- ❖ Provide or assist with SRWA responsibilities specified in the various permits, approvals, environmental documents and mitigation measures, including reporting.
- ❖ Monitor contractor's public information efforts.
- ❖ Make recommendations for progress pay applications, change order requests, and time extensions.
- ❖ Provide independent cost estimate for change orders.
- ❖ Process contractor's certified payroll records.
- ❖ Assemble supporting documentation as required for submittal by SRWA.
- ❖ Conduct weekly progress meetings and special meetings as needed.
- ❖ Provide startup and SCADA support.
- ❖ Conduct startup meetings
- ❖ Coordination of team members including scheduling design engineer special inspections.
- ❖ Provide monthly reports of project status and progress.
- ❖ Process, log, and track project paperwork.
- ❖ ICM institute ProCore web based document tracking system.

Approximate timeframe for performance: July 2018 to December 2019

Task 3. Inspection

ICM will provide a lead inspector, an electrical inspector, and as-needed inspectors. The inspectors will perform the following services:

- ❖ Monitor contractor's work and materials for compliance with the plans and specifications.
- ❖ Monitor contractor's work for compliance with conditions of the various permits, approvals, environmental documents, and mitigation measures.
- ❖ Verify contractor provides for appropriate testing (materials, welding, soils, pressure, electrical).
- ❖ Daily reports and photographs and video recording during of critical construction activities.
- ❖ Monitor contractor's impact on adjacent private property.
- ❖ Monitor contractor's temporary bypass pumping and compressed air systems.
- ❖ Electrical inspection for Contract and Code compliance.
- ❖ Geotechnical engineering inspection of soil freeze/jet grouting, excavations, foundations, and earthwork.

Approximate timeframe for performance: July 2018 to December 2019

Task 4. Closeout Activities

Closeout activities include the following:

- ❖ Make recommendation to City for project acceptance.
- ❖ Assemble a warranty list.
- ❖ Prepare the project closeout report.
- ❖ Substantial Completion verification.
- ❖ Punchlist.
- ❖ Final Completion Walkthrough and verification.
- ❖ Reconciliation of payments and recommendation for Final Payment.

Approximate timeframe for performance: December 2019

Exclusions: Excluded services include the following;

- ❖ Field office trailer with furniture (desks, table, filing cabinet, chairs, plan holder), utilities (water cooler, portable toilet), cleaning service, telephones, copier, fax, computers, shredder.
- ❖ Licensed surveying and construction staking.
- ❖ Warranty support after Final Completion.
- ❖ Filing Final Completion Notice with County Recorder's office.
- ❖ Services during extended claims negotiation, or litigation/arbitration/etc.

Conflict of Interest Statement

ICM and its subcontractors are not aware of any potential, real or perceived conflicts of interest, direct or indirect, associated with this project.

Agreement

We have reviewed the Water Authority's Agreement attached to the Request for Proposal and have no comments.

Pending Claims and Litigation

ICM has had no CM and/or inspection contracts terminated, either partially or completely, by any client for convenience or default within the past five (5) years.

ICM has not been party to any litigation or claim in its 13-year history. On one project that we managed, we are assisting the jurisdiction with potential litigation in an amount less than \$150,000. Nevertheless, ICM still has a stellar track record with over \$200,000,000 in complex construction projects completed without claims.

Labor Estimate

Based on our experience providing construction management, resident engineering, and inspection on pump stations, we developed the following estimate of labor utilization:

Level of Effort Table		
Position	Average Utilization	Estimated Hours
CM/Resident Engineer	50%	1,480
Lead Inspector	50%	1,628
Inspector OT	0	9
Electrical Inspector	5%	160
Document Controller	10%	372
Geotechnical Engineer	As needed	32
BSK Field Tech	As needed	300
Coating Inspector	As needed	40

For this pump station project, the lead inspector and resident engineer together will provide full time site presence. Part time inspection and site presence, with the Water Authority's approval, should be sufficient under certain circumstances for the following reasons:

1. The Contractor is not within a treatment plant or urban area, where a constant presence would be required.
2. The critical inspection points for special inspection can be planned out on a weekly basis and our inspector is flexible enough to be onsite when needed.
3. Resident engineer and lead inspector utilization is at 50% each such that the RE and inspector will plan to minimize the time they overlap onsite thereby full coverage whenever needed.
4. There will be times when the inspector will be onsite full time. Those times will correspond with excavation, backfilling, and concrete placements.
5. There will be numerous days when the contractor is installing formwork and reinforcing steel when the need for site presence will be minimal or not needed at all.

Following is a table that presents staff hours over the duration of the Project. We assumed the Contractor will start work in July 2017 per the Contract.

Appendix

Resumes

Jeffrey J. Inferrera, PE, RCI
Resident Engineer

ICM

Mr. Inferrera has more than 25 years of experience on public works construction projects performing resident engineering, inspection, and construction of pump stations, treatment plants, and pipelines. His project experience includes the following:

PUMP STATIONS

Influent Pump Station, Manteca, CA. Resident engineer for the construction of a 30 mgd influent pump station. This station was constructed at a depth of 40 deep using sheet piling and groundwater dewatering system. Pump station included MCCs, VFDs, PLCs, and transformers.

Atherton Pump Station and Tank Project – Manteca, CA. Construction manager for the construction of a 5 MGD pump station, 3.6 million steel tank, and related electrical, controls, instrumentation, piping, and site civil work.

Tara Park Pump Station, Manteca, CA. Field engineer and inspector for the Tara Park Pump Station consisting of the construction of a 4mgd pumping station that includes a wet well, dry well, two 20 hp pumps, two generators, piping (up to 30 inch), 12 inch magmeter, valves, and vaults.

Woodbridge Pump Station, Manteca, CA – Resident engineer for the construction of a 5 mgd pumping station including a 30 foot deep wet well and dry well, two 30 hp pumps, two generators, piping, valves, and vaults. Performed startup and SCADA prove out.

Lake Forest Pump Station – City of Folsom, CA. Resident Engineer for the demolition of the existing pump station and the construction of a new pump station with wet well, electrical, instruments, pumps, piping, flow meter, associated equipment and site improvements. Two 15 hp submersible pumps were set at the bottom of a wet well. The pumps discharged to 8 inch ductile iron force main and flowed through a magnetic flowmeter.

Oak Avenue Wastewater Pump Station, Folsom, CA
Performed resident engineering and inspection of the Oak Avenue Wastewater Pump Station. Station consisted of the construction vector discharge location, piping, concrete ramp, manhole, and fencing..

St. Andrew's Lift Station Upgrade - El Dorado Irrigation District, El Dorado Hills, CA
Resident engineer for the \$1 million upgrade of St. Andrew's Lift Station upgrade project. Construction work includes demolition of the existing electrical/mechanical dry pit, installation of five raw sewage pumps ranging from 3 to 150 hp, conversion of the dry pit to a wet pit, conversion of the wet pit to an emergency storage tank, installation of a 500 kW generator, miscellaneous valves and piping, and construction of a masonry electrical control building. Project includes onsite resident engineer and construction inspector.

5 MG Potable Water Storage Tank and Pipeline – Del Webb, Lincoln, CA. Field engineer provided inspection and construction administrative services for the construction of a five-mile ductile iron pipeline and 5 MG potable water storage tank. Pipeline components included steel pipe, welded connections, bolted connections, magmeter installation, coatings and disinfection.

Sunset 10 MG Tank and Pipeline – Placer County Water Agency, CA. Field Engineer for the construction of the \$7 million prestressed concrete tank and pipeline.

Jeffrey J. Inferrera, PE, RCI
Resident Engineer



Mather Tank and Booster Station Main Improvements - California-American Water Company, Sacramento, CA. Provided construction management and inspection services for installation of new 3 MG water storage tank and 16-inch-diameter water main improvements.

South River and New Natomas Pumping Stations, Sacramento, CA - Performed constructability review and completed construction schedule for two large wastewater pump station projects. Total construction value at \$96 million.

Fruitridge Center Sewage Pumping Station, Power Inn Sewage Pumping Station - Sacramento Regional County Sanitation District, CA

Provided construction management/ administration services for two new sewage pumping stations and gravity and forcemain sewer pipelines. These included the 10 mgd Fruitridge Center Sewage Pumping Station and the 22 mgd Power Inn Sewage Pumping Station. The Fruitridge Center Sewage Pumping Station includes four 150 horsepower (hp) pumps in two wet wells, and contains valve and metering vaults, an odor control building, and a generator/electrical building. The Power Inn Sewage Pumping Station has four 200 hp pumps in two wet wells, and contains valve metering vaults, control building, and biofilter.

TREATMENT PLANTS

Peterson Water Treatment Plant Flocc/Sed Project, San Juan Water District, Granite Bay, CA. Resident Engineer for improving the WTP by replacing flocculation and sedimentation basin equipment, adding a flow channel, new MCCs, VFDs, and PLCs.

Jenny Lind Water Treatment Plant Expansion Project, Valley Springs, CA. Resident Engineer for the WTP expansion upgrading the plant capacity from 5mgd to 6 mgd. The project consists of adding a 700-gpm filter and 2,000 sq of floor area to an existing treatment building, installing solids thickener tank and sludge collector equipment, and upgrading instrumentation and controls.

Manteca Treatment Plant Expansion – Manteca, CA. Construction manager and resident engineer for \$80 million expansion in three phases. Phase 1 increased the plant capacity from 7 mgd to 20 mgd with new primary and secondary treatment systems. Phase 2 provided for additional tertiary treatment systems. Phase 3 provided for expanded solids handling capabilities. Other projects include Digester Project, CNG Project, Flow Diversion Project, and Eckerts Pipeline Project. Construction phase services provided include contract administration, construction services, and inspection and testing of the project facilities. 2005 CWEA best plant award.

Las Vegas Wastewater Treatment Plant – Las Vegas, NV Resident engineer for plant expansion of city's water pollution control facility expansion from 66 to 93 mgd. This \$105 million expansion program involved 13 separate construction contracts, six separate contractors, and multiple contracts. Facilities involved in this expansion include secondary clarifiers, blower building, primary sedimentation, biological nutrient removal, chlorination/dechlorination, chemical feed facilities, filtration, anaerobic digesters, pumping stations, SCADA, headworks, mechanical dewatering, odor control, and O&M building.

Vineland Chemical Wastewater Treatment Plant - U.S. Army Corps of Engineers, Philadelphia District, NJ. General contractor for a 2 mgd wastewater treatment plant. The \$15 million plant includes oxidation/coagulation tanks, dissolved air flotation tanks, sand filtration tanks, a gravity sludge thickener tank, centrifuges, and pipeline.

Jeffrey J. Inferrera, PE, RCI
Resident Engineer

ICM

USFilter Phase 1 Membrane Bioreactor (MBR) Facility Design-Build - Lathrop, CA. Resident engineer for the Phase 1 membrane bioreactor facility at the expansion of the City's Water Reclamation Plant No. 1. Responsibilities included: (1) managing field personnel and observing construction activities to ensure that construction of the project is proceeding in compliance with the contract documents; (2) coordinating construction documents and requests for information (RFIs); (3) scheduling specialty inspections and materials testing; (4) attending progress meetings; (5) reviewing USFilter's submittals, including shop drawings and operations and maintenance (O&M) manuals, for conformance with the contract documents; (6) preparing monthly progress reports; (7) reviewing change orders and potential changes, and reviewing and making recommendations on USFilter's price proposals; and (8) reviewing USFilter's initial and updated schedules.

PIPELINES

Treated Water Pipeline and Cooperative Transmission Bypass Pipeline Improvement Project – San Juan Water District, CA. Resident engineer and inspector for the installation of water pipelines ranging in size from 24 inch to 78 inch. Pipe materials included DI pipe, RCP, and mortar lined/coated steel pipe.

Del Webb Potable Water Pipeline – Lincon, CA. Design engineer and field engineer for the design and installation of altitude valve station, pipeline, and two pressure sustaining valve stations.

Virginia Corridor Water Main, Modesto, CA - Construction manager for 1.5 miles of 16 inch water pipeline.

Dutra Estates Pipelines, Manteca, CA – Inspector for the installation of one mile of 60 inch RCP trunk sewer.

Fair Oaks 40 inch Pipeline Rehabilitation – San Juan Water District, CA. Resident engineer for the 40 inch pipeline rehabilitation of approximately two miles of steel cylinder pipeline.

Sonora Way and Hanson Avenue Water Mainline Projects – Citrus Heights Water District, CA. Inspector for the installation of 6 and 8 inch C900 and ductile iron potable water mainline.

Bohemian Village Water Mainline Project – Sacramento Suburban Water District, CA. Field engineer and inspector for the installation of 8 to 16 inch ductile iron potable water mainline.

North Stockton Pipelines - City of Stockton, CA. Construction manager for new five-mile alignment of two parallel pipelines, which includes a 24- to 48-inch-diameter sewer interceptor and 30-inch-diameter potable water transmission main.

LEVEES

Special Pool Run 9 (SRP-9) Mining Reach for Tuolumne River Restoration - Turlock Irrigation District, Turlock, CA. Construction manager for \$4 million river restoration project, which included a water intake structure, 1,000 lineal feet of 48-inch-diameter HDPE pipe, 800 feet of 36-inch-diameter stainless steel well screen, one mile of levee construction, relocation of the river channel, and construction of a raw water intake structure under the river bed. Conducted progress meetings, reviewed pay applications, negotiated change orders, reviewed schedules, and managed resident engineer and inspector. 2003 winner of CELSOC distinguished project award.

Jeffrey J. Inferrera, PE, RCI
Resident Engineer



Linda Levee Improvements, County of Yuba, CA. Construction manager for the fast track construction of an emergency levee project that broke ground in August 2004 and was completed in October 2004. The project included installation of a 40 foot deep slurry wall that is one-half mile long. This project was completed two weeks early. There were no claims or change orders on this project.

7-11 Mining Reach for Tuolumne River Restoration - Turlock Irrigation District, Turlock, CA. Construction manager for a \$4.5 million river restoration project on the Tuolumne River. The project includes 2 miles of levee construction, relocation of the river channel, culvert bridge, and gravel mining. Conducted bid meetings and negotiated contract. Responsible for conducting progress meetings, negotiating change orders, reviewing contractor's schedule and resource allocation, managing the work of resident engineer and staff engineer, and claims mitigation.

East Bank Levee (Pocket Area) Modification Project – Sacramento Area Flood Control Agency, Sacramento, CA. Constructability and procurement review for design of levee improvements to mitigate underseepage problems. Improvements designed include a deep seepage cutoff wall using deep soil mixing down to 110 feet below grade. Reviewed bid documents, performed bid evaluation, and prepared schedule.

Lago Carraizo Dredging and Levee Project – Puerto Rican Water and Aqueduct Authority, San Juan, PR. Designed levees for the Lago Carraizo Dredging Project to hold 4 millions cubic meters of dredging spoils. Required geotechnical, seismic, and civil design for approximately five miles of new levees. Designed outfall structures and rip rap.

Delaware River Channel Dike Investigation – U.S. Army Corps of Engineers, Philadelphia District, PA. Performed field investigation of six dredge disposal sites in New Jersey, Pennsylvania, and Delaware. Drilled borings through the dredge disposal dike systems, comprising over 10 miles of dikes. Prepared recommendation report to the U.S. Army Corps of Engineers. Received recommendation from the Corps on our high performance.

EDUCATION

M.S., Environmental Engineering, Cornell University, 1991.

B.S., cum laude, Environmental Science and Engineering, Rutgers University, 1986.

REGISTRATION/ CERTIFICATIONS/ LICENSES

Professional Civil Engineer, California No. 62190.

Registered Construction Inspector, American Construction Inspectors Association, No. 5832.

NASSCO Pipeline and Manhole Assessment Certified #U-907-5963, 2007

California SWPPP QSP, QSD No. 23237

WORK HISTORY

ICM Group, Inc., Principal, 2005-Present.

HDR Engineering, Inc., Vice President, 2000-2005.

Black & Veatch, Project and Construction Manager, 1990-2000.

Raritan Engineering Services, Project Engineer, 1989-1990.

Paul Lopez, RCI

Construction Inspector



Mr. Lopez has over 20 years of experience as a public works construction inspector. He has performed inspection on public works projects including treatment plants, pump stations, and pipelines. Project experience includes:

Van Maren Pumping Station, County of Sacramento, CA

Construction inspector for a new \$17 million sewer pump station. This almost 2 year project included a T-lock lined 35 foot deep wet well, two diversion structures, three tunnel borings and 1500 feet of 36" sanitary sewer pipeline 24 feet below grade. With poor soil conditions, shoring and dewatering was critical. Inspected subgrade, rebar, formwork, concrete placement, T-lock lining system, pipeline installation, backfill, pump installation, and instrumentation. Inspected odor control scrubber, ductbanks, wiring, and generator. Reviewed contractor progress payments, submittals, RFI's and performed SWPPP inspections.

Wastewater Quality Control Facility, City of Manteca, CA

Senior construction inspector for a new solids handling facility including two centrifuges (Centrisys) and a sludge blending tank. Facilities included dewatering building, solids loading area, sludge pump station, a new flow equalization structure for secondary clarifiers, shop building, locker room building. Inspected all trades including civil, mechanical, electrical, and structural.

Wastewater Treatment Plant Expansion Project, City of Woodland, CA

Senior construction inspector on this \$28 million wastewater treatment plant expansion project. With a project duration of two years, provided inspection and reporting of over 10 structures including a new pump station at a depth of 15 feet including dewatering and Class 3 soils. Underground pipe trenches were shored and dewatered, soil conditions were poor. Inspected aboveground piping, concrete structures, manholes, and pump and mechanical systems. As the inspector of record, provided oversight of all construction activities, coordinated work activities with the general contractor, and was responsible for project daily inspection and report writing. In addition, to assist the construction manager, worked directly with the design engineer to work through design changes and resolve construction issues. Reviewed progress payments, submittals, RFI's and contractor correspondence for accuracy.

Pleasant Grove Wastewater Treatment Plant, City of Roseville, CA

Construction inspector for a new \$98 million wastewater treatment plant for the City of Roseville. Onsite for three years, provided inspection and reporting of over 20 structures including the pump station and headworks. Covered civil, structural and mechanical disciplines. Inspected deep underground pipelines that required shoring and dewatering. Inspected ductile iron pipe, vitrified clay pipe, reinforced concrete pipe, and lined piping systems. Mechanical inspection included vertical turbine pumps, compressed air filtration and HVAC systems. Also inspected utilities, reinforced concrete and masonry structures, structural backfill, and roadway construction. Provided inspection for coating systems, electrical ductbanks, and chemical distribution piping. Reviewed contractor progress payments, submittals, RFI's and performed SWPPP inspections.

Municipal Well Pump Station and Piping System, City of Woodland, CA

Senior construction inspector on this \$1.5 million water pumping and piping system. The project included over 4,000 feet of underground piping including ductile iron pipe in City roadways. As the inspector of record, provided oversight of all construction activities, coordinated work activities with the general contractor, supervised other inspection staff and was responsible for project daily inspection and report writing. In addition, to assist the construction manager, worked directly with the design engineer to work through design changes and resolve construction issues. Reviewed progress payments, submittals, RFI's and contractor correspondence for accuracy.

Oak Avenue Pump Station – City of Folsom, CA. Inspector for the rehabilitation of an existing pump station and installation of new pumps. The work included new overflow holding tanks, pumps, force main piping, gravity piping, electrical, and site civil.

Paul Lopez, RCI
Construction Inspector



Lake Forest Pump Station – City of Folsom, CA. Inspector for the demolition of an existing pump station and construction of a new replacement pump station. The work included new wet well, pumps, emergency generator, force main piping, gravity piping, electrical, and site civil.

Bridlewood Lift Station Project – El Dorado Irrigation District, CA. Inspector for the rehabilitation of an existing pump station. The work included new pumps, flow meters, piping, Bio Air system, backup generator, and electrical power system.

Carson Creek 1 Lift Station Project – El Dorado Irrigation District, CA. Inspector for the demolition of an existing pump station and construction of a new replacement pump station. The work included new 12 foot diameter precast wet well, three overflow manholes, pumps, emergency generator, force main tie ins, gravity piping, CMU electrical building, odor control unit, and site civil.

Atherton Pump Station and Tank Project – Manteca, CA. Inspector for the construction of a 5 MGD pump station, 3.6 million steel tank, and related electrical, controls, instrumentation, piping, and site civil work.

EDUCATION/ CERTIFICATIONS

- Civil Engineering, California State University, San Diego, attended 1983 to 1986.
- Registered Construction Inspector (RCI), American Construction Inspectors Association, No. 6035.
- ACI Field Technician Grade 1 (not current)
- Competent Person Training, Trenching and Excavation
- Confined Space Training

Stephen Miller

Electrical Inspector

ICM

Mr. Miller has more than 28 years of experience in the construction industry as an electrical inspector, electrician, and quality assurance officer on a wide variety of public works projects. Mr. Miller has extensive expertise in electrical condition assessment, distribution systems, and controls and instrumentation systems. Project experience includes:

Lake Forest Pump Station – City of Folsom, CA. Electrical inspector for this new pump station. Inspected underground conduits, wiring, and panels to specifications and code compliance.

Oak Avenue Pump Station – City of Folsom, CA. Electrical inspector for this pump station rehabilitation. Inspected underground conduits, wiring, and panels to specifications and code compliance.

New Natomas and South River Pumping Stations, Sacramento County Sanitation District
Special Inspector (electrical) of medium-voltage distribution for new force main pumping stations for the County of Sacramento Regional Sanitation District.

Atherton Booster Pump Station – City of Manteca, CA. Electrical inspector for this new pump station. Inspected underground conduits, wiring, and panels to specifications and code compliance.

Bridlewood Pump Station – El Dorado Irrigation District, El Dorado Hills, CA
Electrical inspector wastewater pump station rehabilitation project.

Wastewater Quality Control Facility UV and Filtration - Schedule D, Manteca, CA
Special Inspector (electrical) for sewer treatment facility expansion project. Tasks inspected included 17KV and 480-volt electrical distribution systems, motor-controls and instrumentation, building power and lighting, UV lighting disinfection system, conduit, wiring, panels, PLCs, and compliance to the electrical code and contract documents.

Wastewater Quality Control Facility Solids Handling - Schedule C, Manteca, CA
Special Inspector (electrical) for sewer treatment facility expansion project. Tasks inspected included motor-controls and instrumentation, building power and lighting, conduit, wiring, panels, PLCs, and compliance to the electrical code and contract documents.

Davis WWTP Rehabilitation – City of Davis, CA. Electrical inspector for rehabilitation project including new VFDs and new influent pumps. Inspected conduits, wiring, and panels to specifications and code.

Jenny Lind Treatment Plant Filter Addition & Solids Handling Project, Valley Springs, CA
Electrical inspector for the treatment plant expansion upgrading the plant capacity from 5mgd to 6 mgd. Duties consisted of inspection of conduit, wiring, panels, PLCs, and compliance with electrical code and contract.

District Wide Electrical Inspection – Calaveras County Water District, CA.
Inspected the condition of all electrical panelboards, switchboards, motor control centers, and main switchboards for all District facilities including pump stations and treatment plants.

Electrical Inspection – San Juan Unified School District, CA
Inspected lighting, power distribution, motors, temperature control, data, and telephone comprising 81 sites. Also assessed fire alarm system, traced circuits, and updated panel schedules.

Electrical Inspection - Hayward Unified School District, CA
Inspected lighting, power distribution, motors, temperature control, data, telephone comprising six sites.

Sacramento International Airport, County of Sacramento
Special Inspector (electrical) on multiple contracts that included: conversion of electrical distribution system from 4KV to 12KV, installation of new fire alarm, paging system, security controls & CCTV monitoring.

Education and Certifications

- Building Technology, Short Circuit Analysis, NEC course, Circuit Breaker Coordination, Sierra College
- Engineering Science, American River College
- Certified Electrical Inspector, ICC No. 1060878-E2 (not current)

Larry Mathews

QA/QC



Mr. Mathews has over 40 years of experience in the construction industry that includes pipelines, treatment plants, structural and civil projects. He has provided QA/QC, lead inspector, project manager and materials testing and inspection services for city, county, state and federal projects.

El Dorado Irrigation District Construction Inspection On-Call

Performed QA/QC for ICM field staff on their multiple projects for the District.

Wastewater Quality Control Facility - Manteca, CA

QA/QC for soils, concrete, and structural testing for all phases of the wastewater plant expansion and improvements amounting to over \$80 million of construction. Multiple projects including the southside aeration basins, influent pump station, secondary clarifiers, solids handling building, UV disinfection building, filter building, generator building, chemical building, splitter structure, locker room, administration/laboratory building, and maintenance building.

Tara Park Pump Station - Manteca, CA

QA/QC for soils, concrete, and structural testing for the construction of this 5 mgd wastewater lift station.

Atherton Pump Station and Tank Project - Manteca, CA

QA/QC for soils, concrete, and structural testing for the construction of this 5 mgd potable water pump station and 3.6 million gallon steel tank.

Woodbridge Pump Station - Manteca, CA

QA/QC for soils, concrete, and structural testing for the construction of this 5 mgd wastewater lift station.

Hetch Hetchy Water System Improvement Program - San Francisco Public Utilities Commission

Project manager for Hayward Segment portion in Hayward. The underground pipeline is 48" welded steel pipe.

Gilroy Wastewater Treatment Plant – City of Gilroy, CA

Special inspector for steel and bolting, structural masonry, concrete field testing, fill and subgrade. Project included concrete basins, vaults, electrical building, and solids handling building.

Various Projects – Santa Clara Valley Water District, CA

On site inspector for installation of 48 inch to 72 inch water pipelines including bedding, backfill, and compaction control.

Wesworth Springs Road Realignment – Federal Highway Department, Ice House, CA

Quality Control Supervisor for general contractor on \$10,000,000.00 plus project. Duties included conformance to QC manual, overseeing every aspect of project and adherence to plans and specifications, coordinating daily with QA supervisor, keeping daily log and submitting report at end of the day.

General Motors NUMMI Plant – South Korea

Inspector for concrete placement for new 1,000,000 square foot automotive plant in South Korea. Concrete placements were as large as 5,000 cubic yards. Set up QA/QC system, reporting system, and assisted project manager with tracking budgetary items.

EDUCATION/ CERTIFICATIONS

- B.S., Business Administration, University of Phoenix
- CTM 125 – Asphalt
- OSHA 10 Hour Construction Safety, Confined Space Trained

DANIEL W. MAGEAU, P.E.

Education

M.Sc., Civil Engineering, University of Alberta, 1978

B.S., Civil Engineering, Michigan State University, 1975

Registration

Professional Engineer: Active: Washington (22718 – 1985).

Inactive: Alaska (6061 – 1983), Oregon (63307 – 2000), Texas (95233 – 2005), New Mexico (17274 - 2006)

Experience Overview

Dan has over 40 years of geotechnical experience as a foundation design consultant and as a frozen soil shoring designer. As a design consultant, Dan worked on hundreds of projects throughout the United States, including buildings, bridges, pipelines, marine wharves, and conventional shoring such as soldier piles, sheet piles, secant piles, soil nails and concrete walls. Throughout his consulting career Dan developed expertise in such geotechnical fields as deep foundations, seismic, consolidation, grouting, slope stability, shoring design and cold regions engineering.

Most recently, Dan was the lead designer and vice president of SoilFreeze, Inc., a specialty construction company that provides ground freezing for shoring, contamination containment and groundwater cutoff. Dan has designed over 40 ground freezing shoring projects since 1997, the start of SoilFreeze, which Dan helped found. His expertise in frozen soil was developed throughout his career, starting with engineering in cold regions in Alaska. He was involved with the construction of the Alyeska Oil Pipeline Project and the design of the Alaska Northwest Gas Pipeline Project. Dan completed his Master's thesis on frost heave under Dr. Norbert Morgenstern at the University of Alberta and continued his development of frozen soil engineering and thermal modeling expertise in Alaska. As part his frozen soil shoring design, Dan utilizes advanced numerical modeling methods, including thermal, seepage and structural analysis of the frozen soil walls. Frozen soil shoring projects completed by Dan include deep shafts for TBM access, soil stabilization outside TBM portals, pump stations, manholes, pipeline reroutes, basement shoring, horizontal shoring for jacking tunnel, underpinning, and shoring for groundwater cutoff at remediation sites.

FROZEN SOIL SHORING PROJECTS

Water Reclamation Facility

Owner: City of Spokane, WA

Client: IMCO General Construction, Inc.

Stabilize and underpin existing facility buildings during the construction of a massive "egg shaped" digester.

Elliott Bay Seawall Project

Owner: City of Seattle, Department of Transportation

Client: Mortenson/Manson JV

Ground water cut off for a \$330,000,000 project on the Seattle waterfront. Project involved constructing a frozen soil barrier nearly 1.5 kilometers long in an urban area on the Seattle Waterfront.

3rd Street Transit Tunnel – Cross Passage #5

Owner: City of San Francisco

Client: Barnard Impregilo Healy JV

Ground freezing used as structural shoring and groundwater cutoff for construction of Cross Passage #5 (CP-5) for a new transit tunnel under construction in downtown San Francisco.

Hoboken Gas Works Remediation

Owner: PSE&G

Client: Posillico Construction

Ground freezing is being used as structural shoring and groundwater cutoff for a city-block sized remediation project I Hoboken, N.J.

Pier S Force Main Relocation – Long Beach, California

Owner: Port of Long Beach Client: Ames Construction Company
SoilFreeze designed and built a temporary frozen soil shoring system around the perimeter of the site, include both the jacking pit and receiving pit.

Water Pipeline No. 5 - TBM Receiving Shaft – Newark, California

Owner: City of San Francisco Client: Michels–Jay Dee-Coluccio JV
SoilFreeze designed and installed a 24' diameter by 110-foot deep frozen soil access shaft to act as a receiving shaft for a 15' diameter TBM for a new water line across the San Francisco Bay.

Brickell CitiCentre – Miami, Florida

Owner: Swire Properties Client: Swire Properties
SoilFreeze was retained to prove a unique use of ground freezing to create groundwater cutoff and uplift resistance at the base of excavation in very porous, weak limestone for a three city block development in downtown Miami.

Tulalip Water Line Directional Drill Repair – Marysville, Washington

Owner: Tulalip Tribe Client: Southeast Directional Drilling
A 36" diameter water line became stuck at the end of a 60" inductor casing in wet, loose silty sand as it was being pulled back during a directional drilling operation. SoilFreeze was retained by the contractor to create a safe, water-tight frozen soil access shaft down to the intersection of the two pipes so that they could weld a connection piece on the end of the 36" pipe to complete the water line.

Boeing 4-45 Max 737 Lift Station – Renton, Washington

Owner: Boeing Client: Olsen Brothers Excavating, Inc.
A perimeter frozen soil wall was designed 26 feet deep to extend into a layer of low-permeability silt to completely cut off groundwater inflow into the excavation.

Boeing 4-81 Lift Station – Renton, Washington

Owner: Boeing Client: General Construction Company (Kiewit)
A new below-ground lift station was required as part of Boeing's expansion of the Renton plant. A perimeter frozen soil wall was designed almost 30 feet deep to extend into a layer of low-permeability silt to completely cut off groundwater inflow into the excavation.

Brightwater BT3 Completion Project: TBM Rescue – Kenmore, Washington

Owner: King County Client: Jay Dee Coluccio JV
Frozen soil shoring used to stabilize soil and provide cutoff groundwater during the rescue of a disable TBM located approximately 315 feet below the ground surface.

Georgetown Steam Plant Remedial Excavation – Seattle, Washington

Owner: Seattle City Light and Power Client: NRC Environmental Services
Frozen soil shoring was used to retain soil and cutoff groundwater during excavation and replacement of petroleum contaminated soil.

BNSF D-Street Oil Pipeline Remediation - Tacoma, Washington

Owner: BNSF Client: Glacier Environmental Services, Inc.
Frozen soil shoring was used to retain soil and wood waste fill and cutoff groundwater during excavation and replacement of oil laden ground.

Frozen Soil Shoring for Boeing 5-50 Paint Hangar – Renton, Washington

Owner: Boeing Client: Skanska

This project involved the creation of a long, irregular shaped frozen soil shoring wall inside an existing airplane hangar to retain soil and cutoff groundwater seepage into the excavation.

Frozen Soil Shoring for Water Intake Improvement to L-Structure - Billings, Montana

Owner: City of Billings

Client: Williams Brothers Construction Co.

Dan designed a complex frozen soil shoring system to allow excavations within an existing water intake bay along the Yellowstone River.

Frozen Soil Shoring for Tahoe City Master Pump Station – Lake Tahoe, California

Owner: Tahoe City

Client:

This project involved the formation of a frozen soil shoring wall around a planned excavation area and a frozen soil groundwater cutoff zone below the base of the excavation for construction of a new pump station 40 feet from Lake Tahoe.

Frozen Soil Shoring for Houston Bayport Wharf - Houston, Texas

Owner: Port of Houston

Client: Zachry Construction

Dan was the chief design engineer for this ground freezing project that would have been the largest in the world. The frozen wall was designed to be approximately 2000 feet long, 100-foot deep and up to 50 feet in width at the bottom.

Frozen Soil Arch for Jacked Tunnel under UPRR Mail Line – The Dalles, Oregon

Owner: Oregon State Department of Transport.

Client: Fowler Construction Co.

Designed a frozen soil “arch” around a tunnel that was bored beneath an existing Union Pacific mainline railroad to allow installation of a jacked liner.

Frozen Soil Shoring for Nucor Steel Mill Upgrade - Norfolk, Nebraska

Owner: Nucor Steel

Client:

Dan was the principal engineer for the design and construction of several frozen soil shoring systems to permit construction of below-water industrial shear foundations at Nucor’s steel mill.

Frozen Soil Shoring for Soos Creek Lift Station - Maple Valley, Washington

Owner: Soos Creek Water and Sewer District

Client:

Dan designed a temporary frozen soil shoring wall to allow safe construction a deep lift station without dewatering. The site is located in wet sand and gravel with cobbles overlying silt.

Frozen Soil Shoring for Receiving Shaft No. 2 at Tolt Pipeline No. 2 – Redmond, Washington

Owner: Seattle Water Department

Client: Tri-State Construction

Designed a frozen soil shoring wall as a receiving pit for a 5-foot diameter microtunneling machine near a Salmon-bearing creek. The site is underlain by wet, loose silty sand over dense gravelly silty sand and cobbles. Project restrictions precluded dewatering. The shoring for the 35-foot deep excavation extended sufficiently deep into the dense bearing stratum to cut off all groundwater inflow and provide a dry, stable access shaft. Design issues included wall stability, rate of freezing, uplift at the bottom of the excavation, groundwater inflow and methods to prevent groundwater inflow as the microtunnel machine bore through the frozen soil wall.

Frozen Soil Shoring for Remedial Excavation of Contaminated Soils - Renton, Washington

Owner: Puget Sound Energy

Client: Puget Sound Energy

Designed a continuous frozen soil shoring wall around a contaminated site to allow the removal of contaminated soil and groundwater without undermining the adjacent substation structure. The design required freezing around and above numerous utilities, including a buried timber water tunnel. Frost heave issues near the building and utilities were evaluated and found to be a non-issue. Soils consisted of very loose

running sand with the groundwater table at 5 feet. The frozen soil shoring was successful and the contaminated soils were removed without any affect to the building foundation.

Frozen Soil Shoring for Boring Machine Receiving Pit at Bryn Mawr Utility Upgrade - Renton, Washington

Owner: King County Department of Public Works Client: Tri-State Construction

Designed a frozen soil shoring wall as an access shaft for a 4-foot-diameter microboring machine and to enable a tie-in to an existing 11-diameter pipe. The site was underlain by wet loose sand, silty sand and gravel. The design issues successfully addressed for this project include creating a continuous, solid frozen soil wall above, around and below the existing 11-foot-diameter pipe and controlling groundwater inflow as the microtunnel boring machine entered through the frozen soil. Existing utilities, the presence of flowing groundwater and wet organic soil increased the complexity of this project and require only little dewatering.

Frozen Soil Shoring for Emergency TBM Recovery – Renton, Washington

Owner: King County Department of Public Works Client: Tri-State Construction

Designed an emergency frozen soil shoring to recover a disabled boring machine buried 30 feet in wet, running sand. The boring machine became struck between the Cedar River and the Renton Airport and conventional shoring methods were not considered because of the high groundwater and no permits for dewatering. Design of shoring addressed the critical issue of groundwater inflow and uplift along the bottom of the excavation. Also, freezing completely around the bore casing was required to cut off groundwater inflow in this area.

Frozen Soil Shoring for Storm Water Pipe Repair at Terminal 5 - Seattle, Washington

Owner: Port of Seattle Client:

Designed a temporary ground stabilization using ground freezing to allow the safe repair of an existing 7-foot-diameter corrugated metal pipe buried 20 feet deep without shoring, excavation or dewatering. This was accomplished by creating a thick arch of solid frozen soil above and next to the damaged pipe section. This allowed the contractor to cut out the damaged section from the inside and replace it with a new section.

Frozen Shoring for Madison Park Condominium - Seattle, Washington

Owner: Private Developer Client: Reed Construction

Designed and 4-foot-thick frozen soil wall to retain saturated ground during construction of a basement for a condominium located only 8 feet from Lake Washington. The wall extended to dense till located about 15 to 20 feet below ground surface. This design effectively cut off ground water into the excavation. The ground along the shoreline consisted of rubble fill and open-worked gravel that allowed the lake water to permeate into the site prior to ground freezing. After freezing, the lake water was completely cut off from the site.

Frozen Soil Shoring for I-405 Stormwater Detention Vault - Woodinville, Washington

Owner: Washington State Department of Transportation Client: Tri-State Construction

Dan designed a vertical frozen soil wall for construction of a large storm water detention vault along an I-405 ramp. The excavation for the ramp was approximately 100 by 30 feet in plan and extended up to 20 feet in depth. The wall was about 5 feet thick and retained a variety of soils including fill, peat, clay and a loose saturated sands. Ground water was about 7 feet below ground surface. The frozen soil wall effectively cut off water inflow to the excavation and performed well during the 2-month time the excavation was open. Fully loaded dump trucks and cranes operated within 6 feet of the wall face with only minimal wall movements. Engineering analyses include thermal calculations, freeze pipe spacing, ground water movements, frost heave evaluation and thawing estimates.

An additional 25 soil freeze projects were not included.

Cristiano Melo, PE, GE – Geotechnical Group Manager



Professional Background:

Mr. Melo is the geotechnical group manager at BSK's Livermore office. He is a licensed Civil and Geotechnical Engineer in the State of California with nearly 18 years of engineering experience throughout the San Francisco Bay Area and beyond, supporting projects from design through construction. His experience includes geotechnical investigations for numerous public works/capital improvements projects, including water and wastewater facilities.

Relevant Experience:

City of Manteca Family Entertainment Zone Daniels Street Infrastructure Improvements, Manteca, California – Mr. Melo served as Project Manager and lead geotechnical engineer for a large underground utility corridor infrastructure project to support the above-ground improvements for the Family Entertainment Zone development on the west side of Manteca. The project included the construction of a new **pump station** for a storm drain force main and approximately 7,000 lineal feet of new underground utilities, and large diameter utility lines to be installed using microtunneling trenchless excavation underneath State Highway 120. BSK provided geotechnical, materials testing, and special inspections services during construction of Phase 1 of the project, which lasted from late summer of 2016 to the fall of 2017.

City of Manteca Water Quality Control Facility Improvements, Manteca, California - Mr. Melo served as the Project Manager and lead geotechnical engineer for the geotechnical investigation for two new 65-foot diameter by 12 feet deep digesters, a 6,500-square foot digester control building, underground pipelines, new paved driveways, and demolition and filling of existing drying beds. Mr. Melo's design recommendations for the project included establishing the criteria for the design of stone columns for ground improvement, foundation design of shallow foundations, pavements, and earthwork. Mr. Melo has maintained his role as the Geotechnical Engineer-of-Record during construction. BSK has been assisting ICM Group, the Construction Manager, in providing geotechnical, materials testing, and special inspections services during construction of this project, which started in the winter of 2016 and is still ongoing.

New Pacific Properties Sewer Lift Station, Hercules, California – Mr. Melo coordinated and performed the geotechnical investigation for a new sewer lift station for a large, 200-acre subdivision. Mr. Melo reviewed soil boring logs, assigned laboratory testing, performed geotechnical engineering calculations, and provided geotechnical recommendations including foundation, open cut trench excavation, shoring, temporary dewatering, and earthwork for the design and construction of the project.



Qualifications

Registrations:

Civil Engineer, California,
No. 64025, 2002

Geotechnical Engineer,
California, No. 2756, 2007

Education:

MS, Civil Engineering,
University of Idaho, 2000

BS, Civil Engineering,
University of Idaho, 1997

Experience:

BSK Associates
Livermore, California
2013 to present

Kleinfelder
Pleasanton, California
2000 to 2013

Idaho Transportation
Department
Caldwell, Idaho
Summers of 1996, 1997,
and 1998

Tim Rodriguez – Livermore Branch Manager



Professional Background:

Mr. Rodriguez has over 23 years of experience in materials testing and inspection, encompassing a wide range of work including soils, asphalt, concrete, and steel laboratory testing, as well as field inspections of soils, paving, concrete and reinforcing steel. He serves as Branch Manager and Construction Services Group Manager for the BSK Livermore office and has a wide range of project management and technical supervision experience for numerous projects throughout the San Francisco Bay Area and Central Valley regions of California.

Mr. Rodriguez currently serves as Past-president for the statewide California Council of Testing and Inspection Agencies (CCTIA), and has extensive experience in many specialized testing applications including ground penetrating radar surveys, floor flatness testing, reinforcing steel surveys, pulse-velocity testing of concrete, specialty load testing, fire damage assessments and condition surveys.



Relevant Experience:

City of Manteca Wastewater Quality Control Facility Improvements Project, Manteca, CA – Working as a subconsultant to ICM Group (the Construction Manager), Mr. Rodriguez served as technical supervisor for the special inspection and materials testing services to the Manteca WQCF project. The project includes the construction of two new 65-foot diameter by 12 feet deep digesters, a 6,500-square foot digester control building, underground pipelines, new paved driveways, and demolition and filling of existing drying beds. Special inspection and materials testing services were performed on earthwork, reinforced concrete, structural masonry and structural steel construction elements, including periodic review of contractor submittals.

Pinole-Hercules Water Pollution Control Plant Upgrades Project - Mr. Rodriguez served as project manager and contract manager for the special inspection and materials testing services to the \$48M project that provides a much needed infrastructure improvement to the aging plant, with services incorporating the earthwork, concrete and structural steel project elements.

Napa Sanitation District – Los Carneros Pipeline Project, Napa, California -- The Los Carneros Recycled Water Pipeline installed 9 miles of recycled water pipe through the south Napa County grape-growing region. BSK provided continuous soils observation and compaction testing of subgrade, aggregate base and hot mix asphalt pavement, as well as sampling and testing of concrete. Mr. Rodriguez served as Project Manager for the field and laboratory services to this project, which included continuous soils observation and compaction testing of subgrade, aggregate base and hot mix asphalt pavement, as well as sampling and testing of concrete.

Qualifications

Registrations /

Certificates:

ICC Earthwork
ICC Reinforced Concrete
ICC Prestressed Concrete
ICC Fireproofing

ACI Conc. Field Tech. I
ACI Adhesive Anchor Insp.

Nuclear Moisture / Density
Gauge
F-Number Measurement
Floor Flatness
SWPPP Training Program

Education:

Ohlone College, Fremont,
CA 1995 to 1996

Experience:

**BSK Associates, Materials
Testing and Inspection
Group Manager-2012 to
Current**

**Signet Testing Labs.,
Sacramento Office
Manager, Northern
California Operations
Manager-2008 to 2012**
**Terrasearch, Inc., Project
Manager, Special
Inspection Manager-2006
to 2008**

**Signet Testing Labs.,
Special Inspector,
Laboratory Technician,
Special Testing Dept.
Manager-1995 to 2006**

Dennis Ness – Senior Special Inspector



Professional Background:

Mr. Ness has over 19 years of construction inspection experience, holds multiple certifications and has significant hands-on experience in special inspection specifically for the hospital industry including working on the Washington Hospital. He communicates well with project design professionals, construction and inspection teams, subcontractors, and local building officials. Mr. Ness has extensive working knowledge of the various building codes and materials compliance testing procedures and is adept in applying his expertise. He serves as a project manager, special inspector and technical supervisor for BSK, and has assisted many projects through successful completion, ensuring the required testing and inspection requirements have been met.

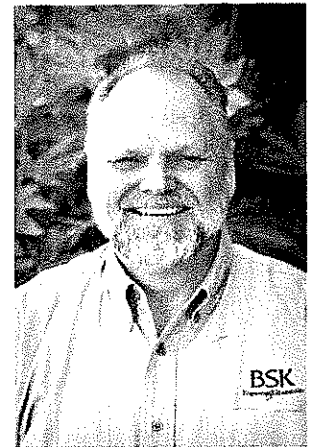
Relevant Experience:

City of Manteca Wastewater Quality Control Facility Improvements Project, Manteca, CA – Working as a subconsultant to ICM Group (the Construction Manager), Mr. Ness has served as special inspector for this project, providing services for the reinforced concrete, masonry and steel construction elements, as well as periodic review of contractor submittals. The project includes the construction of two new 65-foot diameter by 12 feet deep digesters, a 6,500-square foot digester control building, underground pipelines, new paved driveways, and demolition and filling of existing drying beds.

Pinole-Hercules Water Pollution Control Plant Upgrades Project - Mr. Ness has served as primary special inspector for the concrete and structural steel elements of this \$48M project that provides a much needed infrastructure improvement to the aging plant. Mr. Ness has provided timely and proactive assistance to the project team, serving BSK well in its subconsultant role to the construction manager.

Turlock Irrigation District, Lake Don Pedro Dam Repairs, Turlock, California – Mr. Ness served as special inspector and materials testing technician to this canal repair at Lake Don Pedro Dam. Observations were performed on old/failing concrete canal section, excavations of soil including compaction testing, back-fill of new section compaction testing, concrete reinforcement and placement observations and testing.

Oakdale Irrigation District, Third Rotation Reservoir, Stanislaus County, California – Mr. Ness provided project management and observations of the clay excavations and stockpile of material, nuclear gauge compaction testing of new levee and clay liner, concrete placement and sampling of measuring weir and outlet gates, diversion pipeline observations with backfill compaction testing, shotcrete observations of interior slopes of new levee, and welding inspections of new railcar bridge at measuring weir.



Qualifications

Registrations / Certificates:

Nuclear Moisture / Density Gauge
ACI Conc. Field Tech. I
ACI Adhesive Anchor Insp.

ICC

Reinforced Concrete
Structural Masonry
Structural Steel
High Strength Bolting
Fireproofing

AWS

Certified Welding Inspector

Education:

Wilrick Engineering and Inspection School

Experience:

BSK Associates
2004 to current
Holdrege & Kull
2000 to 2003
BSK Associates
1998 to 2000



Experience & Integrity Since 1987

*Resume
Of
Coating and Lining Inspectors*

**All employees are re-certified on a annual basis on Confined Spaces,
Scaffolding, Lead, Fit and Respirator Testing**

Ed Darrimon
N.A.C.E. Certified Inspector#106/President
Years with BACC: 26

Duties: Our principal consultant Ed Darrimon was employed by East Bay Municipal Utility District for eleven years in the Engineering & Maintenance Departments as supervising coating specialist. Mr. Darrimon has been employed in the coating and lining industry for over 37 years. Mr. Darrimon designed and developed the District's physical coating and lining testing lab for accelerated testing and Rehabilitation program. Mr. Darrimon was responsible for overseeing the following projects:

- * Coating and lining inspection.
- * Coating specifications.
- * Design of the physical coating testing lab.
- * Established the Districts rehabilitation project of over 160 steel water storage tanks, and two hydro-electric powerhouses.

Mr. Darrimon also was employed in the coating application field as Vice President of field services and quality control, estimator and applicator, for eight years. Ed formed *B.A.C.C.* in 1987 and has 39 years experience in the Coatings & Linings Field.

ACCOMPLISHMENTS

STEEL STRUCTURES PAINTING COUNCIL: (S.S.P.C.)

- * National Board of Directors from 1988-92. Re-elected in 1992/96 to serve second four year term.
- * National award 1989 for Outstanding Chairman.
- * Past President and Founder of the first S.S.P.C. chapter in the U.S.A
- * Member of numerous committees, Education, Lead Removal, Urethane, Zinc, Epoxy,

Corporate: 1- 888-384-6839 Bakersfield Office: 1-661-836-5799 Fax: 1-661-832-2210
www.bayareacoating.com

Coating and Lining Inspection Services Since 1987
Member: API-AWWA-NACE-SSPC-ASTM

and Inspection.

NATIONAL ASSOCIATION OF CORROSION ENGINEERS: (N.A.C.E).

*Past Chairperson / Bay Area Section, Certified Level III Inspector #601

AMERICAN WATER WORKS ASSOCIATION: (A.W.W.A)

* Member National D-100, 102, 103, 104, and 108 Standards Approval Committee for the past 29 years.

* Cal/Nev Corrosion Committee. * Cal/Nev past Vice Chairman Maintenance Committee.

Mr. Darrimon has presented numerous talks to the following Organizations: A.W.W.A., N.A.C.E., & S.S.P.C. on the following topics: * Tank linings, Tank inspection, Specifications, Abrasive blasting, & D.H. equipment.

1. Shawn Pablo

N.A.C.E. Certified Inspector

Years with BACC: 3

Contractors: C-33

Duties: Coating and Lining inspection, in house quality assurance supervisor. Mr. Pablo has over twenty years of experience in the coating and linings field. Mr. Pablo has inspected numerous projects including, treatment plants, and numerous storage tanks. Mr. Pablo is presently working on the interior and exterior rehab of fuel tanks and vessels for Chevron in Bakersfield CA. Mr. Pablo was a contractor prior to being employed with BACC.

2. Aurelio Corral Jr.

NACE Certified Coating Inspector

Years with BACC: 3

Duties: Coating and Lining inspector, Mr. Corral has over fifteen years of experience in the coating and linings field. Mr. Corral has inspected numerous projects including, treatment plants and reservoirs. Mr. Corral is our in house welding inspector. Mr. Corral is presently working on a treatment plant in Orange County.

Prior Employment: CSI Services ten years.

3. Mark Pretera

N.A.C.E. Certified Inspector / Coatings & Linings

Years with BACC: 13

Duties: Coating and Lining inspector, Mr. Pretera has over thirty years of experience in the coating and linings field. Mr. Pretera has inspected numerous projects including, treatment plants and reservoirs. Mr. Pretera is presently working on reservoir rehab project in San Diego, CA.

Prior Employment: Mattson Shipping Company. Coating and Lining inspector on numerous coating projects.

Prior Employment: Self employed painting contractor

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4. Dave Hobart

N.A.C.E. Certified Inspector / Coatings & Linings

Years with BACC: 17

Contractor: C-33

Duties: Coating and Lining inspector, Mr. Hobart has over twenty-five years of experience in the coating and linings field. Mr. Hobart has inspected numerous projects including, treatment plants and reservoirs. Mr. Hobart is presently working on two projects at the wastewater treatment plant in San Francisco.

Prior Employment: Coating and Lining inspector on numerous coating projects.

Prior Employment: Cal State, Davis. Inspector

5. Javen Colhan

N.A.C.E. Certified Inspector / Coatings & Linings

Years with BACC: 9

Duties: Coating and Lining inspector, Mr. Colhan has over twenty years of experience in the coating and linings field. Mr. Colhan has inspected numerous projects including, treatment plants and reservoirs. Mr. Colhan is presently working on a five year project for Area Energy in Bakersfield, Ca.

Prior Employment: Chlor-rid and Coating and Lining Contractor.

6. Larry Westenhaver

N.A.C.E. Certified Inspector / Coatings & Linings

Years with BACC: 5

Duties: Coating and Lining inspector, Mr. Westenhaver has over thirty years of experience in the coating and linings field. Mr. Westenhaver has inspected numerous projects including, treatment plants and reservoirs. Mr. Westenhaver is presently working on an numbers storage tanks and vessels for Aera Energy LLC coating & lining projects in Bakersfield, CA.

Prior Employment: Tator. Coating and Lining inspector on numerous coating projects.

Prior Employment: Painting Contractor

7. David Wells/ Bakersfield Manager/Safety Manager

N.A.C.E. Certified Inspector / Coatings & Linings

Years with BACC: 12

Duties: Coating and Lining inspector, Mr. Wells has over thirty years of experience in the coating and linings field. Mr. Wells has inspected numerous projects including, treatment plants and reservoirs. Mr. Wells is presently working for Area Energy and Thumbs in Bakersfield, Ca.

8. Todd Whitenberg

N.A.C.E. Certified Inspector/ Coatings & Linings

Years with BACC: 10

Duties: Coating and Lining inspector, Mr. Whitenberg has over twenty-five years of experience in the coating and linings field. Mr. Whitenberg has inspected numerous projects including, treatment plants, reservoirs, and refineries. Mr. Whittenberg is presently working on the four water tank rehab in Santa Cruz, CA.

Prior Employment: Painter for Redwood Painting, and RPI.

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9. Austin Darrimon

N.A.C.E. Certified Inspector / Coatings & Linings

Years with BACC: 5

Duties: Coating and Lining inspector, Mr. Darrimon has over four years of experience in the coating and linings field. Mr. Darrimon has been in training has numerous projects including, treatment plants and pipelines and refinery's. Mr. Darrimon is presently working on the SFPUC Hetch Hetchy pipeline in Oakdale CA as the project lead.

Prior Employment: College AA degree and Gold Star Painting.

10. Dale Nicholson

N.A.C.E. Certified Inspector / Coatings & Linings

Years with BACC: 8

Duties: Coating and Lining inspector, Mr. Nicholson has over fifteen years of experience in the coating and linings field. Mr. Nicholson has inspected numerous projects including, treatment plants and reservoirs. Mr. Nicholson is presently working on the City of Livermore and EBMUD, CA.

Prior Employment: Painter for a large industrial Painting Contractor.

11. Tim Gurada

N.A.C.E. Certified Inspector / Coatings & Linings

Years with BACC: 10

Duties: Coating and Lining inspector, Mr. Gurada has over twenty years of experience in the coating and linings field. Mr. Gurada has inspected numerous projects including, treatment plants and petro chemical facilities. . Mr. Gurada is presently working on a long term project for Aera Energy.

Prior Employment: Self employed coating consultant for surface contaminates and preparation.

12. Bo Hobart

N.A.C.E. Certified Inspector / Coatings & Linings

Years with BACC: 5

Duties: Coating and Lining inspector, Mr. Hobart has over ten years of experience in the coating and linings field. Mr. Hobart has inspected numerous projects including, treatment plants and reservoirs. Mr. Hobart is presently working for City of Sacramento Rail Yard Tunnel Project.

Prior Employment: Coating and Lining inspector on numerous coating projects.

Prior Employment: College BS degree

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13. Chris Heilig

N.A.C.E. Certified Inspector / Coatings & Linings

Years with BACC: 5

Duties: Coating and Lining inspector, Mr. Heilig has over twenty years of experience in the coating and linings field. Mr. Heilig has inspected numerous projects including, treatment plants and reservoirs. Mr. Heilig is presently working for Area Energy in Bakersfield, Ca.

Prior Employment: Coating and Lining Contractor.

14. Jeff Hobart

N.A.C.E. Certified Inspector / Coatings & Linings

Years with BACC: 6

Duties: Coating and Lining inspector, Mr. Hobart has over five years of experience in the coating and linings field. Mr. Hobart has inspected numerous projects including, treatment plants and reservoirs. Mr. Hobart is presently working on steel Digesters at the City of San Francisco's two wastewater treatment plants. Phase I and II of 6 steel digester covers using spray foam on the exterior and elastomeric polyurethane (Enduraflex 1988) on the interiors.

Prior Employment: College BA.

15. Curtis Rash

N.A.C.E. Certified Inspector / Coatings & Linings

Years with BACC: 2

Duties: Coating and Lining inspector, Mr. Rash has over thirty years of experience in the coating and linings field. Mr. Rash has inspected numerous projects including, treatment plants and reservoirs. Mr. Rash is presently working on the SFPUC Western and Eastern pipeline segments for the past two years.

Prior Employment: CSI Company. Coating and Lining inspector on numerous coating projects.

Prior Employment: Self employed painting contractor

16. Armando Austria

N.A.C.E. Certified Inspector / Coatings & Linings

Years with BACC: 3

Duties: Coating and Lining inspector, Mr. Austria has over thirty years of experience in the coating and linings field. Mr. Austria has inspected numerous projects including, treatment plants and reservoirs. Mr. Austria is presently working on the SFPUC Harry Tracy Water Treatment Plant and Chrystal Springs pipeline project. **Prior Employment:** Technical Services overseas for International Paint and Sigma Coatings Group International.

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Member: API-AWWA-NACE-SSPC-ASTM



January 11, 2018

Mr. Mike Brinton
Stanislaus Regional Water Authority
156 South Broadway, Ste. 150
Turlock, CA 95380

RE: Cost Proposal for Construction Management Services for the Stanislaus Regional Water Authority Raw Water Pump Station, Phase 1 Construction Project

Dear Mr. Brinton,

Inferrera Construction Management Group, Inc. (ICM) is pleased to present this Cost Proposal for construction management and inspection services for Stanislaus Regional Water Authority's Raw Water Pump Station, Phase 1 Construction Project. We have included a spreadsheet of hours and budget. Also included is our Fee Schedule.

Our cost proposal is based on the following:

1. RFP Scope of Services with comments in our Proposal.
2. Construction management services starting February 22, 2018.
3. Contractor Notice To Proceed issued February 14, 2018. We assume actual construction will commence on July 16, 2018 as indicated in Section 01140.
4. Final Completion Date in December 2019.
5. Our budget is an estimate and we reserve the right to move budget between tasks and individuals.

Exclusions are as follows:

1. Warranty services. These are optional services we can add.
2. Apprentice inspector hours. Hiring an apprentice can be required by the State Department of Industrial Relations. This has not been required to date on any of our projects.
3. Surveying and staking by a licensed land surveyor.
4. ICM is not responsible for Contractor's safety or safety program or schedule.
5. SWPPP plan development, SWPPP certification and SWPPP uploading to SMARTS.
6. We did not include budget for litigation, arbitration, or other dispute resolution support.
7. Engineering support services such as technical review of submittals and RFIs with the exception of schedule submittal, schedule of values submittal, and RFIs better answered by our field staff.

We look forward to discussing our Proposal and approach with you. If you have questions, please call me at 916-792-9871.

Sincerely,
Inferrera Construction Management Group, Inc.

A handwritten signature in black ink, appearing to be 'J. Inferrera', with a long horizontal stroke extending to the right.

Jeffrey Inferrera, PE
President

Enclosure

ICWA

Stamulus Regional Water Authority - Raw Water Pump Station Project

Detailed Project Cost Table

Role	Team Member	M/Station																				Rate	Hours	Total							
		Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19				Oct-19	Nov-19	Dec-19	Jan-20			
Resident Engineer	Jeffrey Inferrera	40	40	40	64	64	100	100	64	64	64	64	64	64	64	64	64	64	64	64	80	80	40	40	24	\$155.00	1480	\$	229,400		
QA/QC	Larry Matthews				8			8		8			8								8						No Charge	56	\$	-	
Inspector	Paul Lopez						80	152	184	80	80	88	88	88	80	88	88	80	92	76	80	40					\$119.00	1628	\$	195,732	
Inspector OT	Paul Lopez																										\$178.50	0	\$	-	
Electrical Inspector	Steve Miller														8	8	24	24	24	40	16	16					\$134.00	160	\$	21,440	
Geotechnical Engineer	Cristiano Mello		8				8	16																			\$175.00	32	\$	5,600	
Soil Freeze Specialist	Dan Magau					10		16																			\$200.00	26	\$	7,800	
Document Controller	Chris Inferrera	40	32	24	24	24	24	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	8	8	8	\$ 65.00	572	\$	24,180	
BSK Field Tech	Dennis Ness																										\$100.00	300	\$	30,000	
BACC Costing Inspector	Ed Davinson																										\$110.00	40	\$	4,400	
ProCore																														\$	17,010
Material Testing, BSK	Lab, Other Costs																													\$	20,000
Makeups, 3% Subs																														\$	3,299

Total \$ 556,923

Inferrera Construction Management Group, Inc.
Fee Schedule
Dated January 11, 2018
For Stanislaus Regional Water Authority
Raw Water Pump Station Project

Labor Hourly Rates by Position

CM/Resident Engineer	\$155
Electrical Inspector	\$134
Construction Inspector	\$119
Administrator	\$65

Expense Rates

Vehicle, monthly	No Charge
Vehicle, day	No Charge
Field Computers/Internet monthly	Provided by Contractor
Field Phone, monthly	\$50
Other ODCs billed separately	

Administrative Fees

Expenses	0%
Subconsultants	5%

Cost Proposal Notes/Assumptions:

1. Minimum 4-hour onsite charge per site or off-site visits.
2. We assume Contractor will work 8-hour days. We assume no overtime required.
3. This proposal is based on a time and materials contract, not to exceed. This cost proposal is only an estimate; actual labor effort will be dependent on the contractor's schedule. Budgeted hours and cost proposal may change based on the actual project schedule. ICM reserves the right to transfer budgeted hours between tasks and subtasks.
4. Overtime will be charged 1.5 times the hourly rate for time worked over eight hours a day and Saturdays. Sundays, Holidays, and time worked over twelve hours a day are charged at 2 times the hourly rate. Second shift work performed between 5 p.m. and 5 a.m. will be charged an additional \$10 per hour.
5. This proposal excludes State required apprenticeship hours for an apprentice assigned to this project by an agency of the State of California or union affiliate or other entity.

BSK Associates - 2018-2019 Schedule of Fees (Prevailing Wage)

Valid through 12/31/2019. Up to a 3% escalation may be applied to the rates shown here after 12/31/2019.

PERSONNEL RATES	
PROFESSIONAL STAFF	
Principal	\$ 214.00
Senior Professional	\$ 190.00
Project Professional II	\$ 170.00
Project Professional I	\$ 140.00
Staff Professional II	\$ 124.00
Staff Professional I	\$ 114.00
Seismic GIS	\$ 165.00
GIS Specialist	\$ 100.00
Information Specialist II	\$ 137.00
Information Specialist I	\$ 114.00
CAD	\$ 85.00
Project Administrator	\$ 75.00
REIMBURSABLES	
Mileage (Portal to Portal)	\$ 0.88
Per Diem (as required)	\$ 150.00
Bridge Toll	Cost + 15%
Parking Fees	Cost + 15%
Subconsultant Services	Cost + 15%
Project Administration Fees	7% of Invoice
DIR Administration Fees	3% of Invoice
Project Setup (Project)	\$500.00
ANALYSIS SOFTWARE USAGE FEES	
gINT (Project)	\$ 50.00
LPile (Project)	\$ 50.00
APile (Project)	\$ 50.00
SHAFT (Project)	\$ 50.00
GROUP (Project)	\$ 100.00
Clq (Project)	\$ 50.00
LiquefyPro (Project)	\$ 50.00
LiqT (Project)	\$ 50.00
NovoLIQ (Project)	\$ 50.00
Slide (Project)	\$ 100.00
Settle3D (Project)	\$ 100.00
ArcGIS (Project)	\$ 50.00
TECHNICAL STAFF (Prevailing Wage)	
Field Supervisor	\$ 140.00
Group 1 - Special Inspector	\$ 115.00
Group 2 - Special Inspector	\$ 112.00
Group 3 - Engineering Technician	\$ 108.00
Group 4 - Technician	\$ 103.00
Ground Penetrating Radar Scanning Technician	\$ 250.00
Core Drilling Technician	\$ 175.00
Floor Flatness Testing Technician	\$ 155.00
Sample Pickup / Transportation / Delivery	\$ 98.00
Laboratory Technician	\$ 98.00
Administrative Assistant / Clerical	\$ 70.00
Litigation support	1.5x standard rate
BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES	
Field Work from 0 to 4 hours	Bill 4 hours
Field Work from 4 to 8 hours	Bill 8 hours
Field Work over 8 hours / Saturdays	Bill time and a half
Sundays, holidays and over 12 hours	Bill double time
Swing shift (4:00pm to Midnight)	Add \$15.00 per hour
Graveyard Shift	Add \$20.00 per hour
Show-up time (no work performed)	Bill 2 hours
Sampling or cylinder pickup, minimum charge	Bill 2 hours
EQUIPMENT	
Nuclear Gauge (Day)	\$ 55.00
Ultrasonic Weld Equipment (Day)	\$ 55.00
Torque Wrench (Day)	\$ 55.00
Proof Load Equipment (Day)	\$ 55.00
Rebar Locator / Pachometer	\$ 100.00
Hand Auger (Day)	\$ 200.00
Water Meter (Day)	\$ 50.00
Drilling Kit - Paint, stakes and lath - (Project)	\$ 25.00
Drilling Supplies - Reuse of tubes/caps (Project)	\$ 250.00
Manometer (Day)	\$ 200.00
Double Ring Infiltrometer (Day)	\$ 500.00
MATERIALS LABORATORY TESTS	
SOILS	
Moisture Density Curves	
Standard Proctor, 4" (ASTM/AASHTO)	\$ 225.00
Modified Proctor, 4" Mold (ASTM/AASHTO)	\$ 225.00
Modified Proctor, 6" mold (ASTM D1557)	\$ 240.00
Caltrans Maximum Wet Density (CT 216)	\$ 205.00
Check Point	\$ 130.00
Particle Size Analysis	
Sieve Analysis w/ Wash (ASTM D422)	\$ 163.00
Minus #200 Wash, Soil (ASTM D1140)	\$ 80.00
Hydrometer Analysis (ASTM D422)	\$ 215.00
Double Hydrometer (ASTM D4221)	\$ 300.00
Specific Gravity of Soil (ASTM D854)	\$ 153.00
Visual Classification (ASTM D2488)	\$ 42.00
Sand Equivalent (ASTM D2419)	\$ 120.00
% Organics in Soil (ASTM D2974)	\$ 131.00
Atterberg Limits / Swell Tests	
Plasticity Index (ASTM D4318)	\$ 210.00
Shrinkage Limits of Soils (ASTM D427)	\$ 195.00
Expansion Index of Soils (UBC No. 29)	\$ 225.00
Moisture Density Test	
Tube Density	\$ 48.00
Moisture Content of Soils (ASTM D2216)	\$ 42.00
"R" Value Determination	
R-Value of Soils (CT 301)	\$ 380.00
R-Value of Treated Materials (CT 301)	\$ 420.00
Consolidation Tests	
Consolidation (ASTM D2435)	\$ 400.00
Consolidation, Extra Points (ASTM D2435)	\$ 53.00
Collapse Potential of Soils (ASTM D2435)	\$ 195.00
Remolded Consolidation (ASTM D2435)	\$ 340.00
One-Dimen Swell of Soil (ASTM D4546)	\$ 125.00
California Bearing Ratio (CBR)	
CBR at 100% (ASTM D1883 or AASHTO T-180)	\$ 490.00
CBR at 95% (ASTM D1883 or AASHTO T-180)	\$ 950.00
Permeability Tests	
Rigid Wall Permeability (ASTM D2434)	\$ 270.00
Flexible Wall Permeability (ASTM D5084)	\$ 420.00
Remolded Flexwall Perm (ASTM D5084)	\$ 535.00
Soil Corrosivity Tests	
Minimum Resistivity of Soils (CT 643)	\$ 135.00
pH	\$ 63.00
Soluble Sulfate, Chloride and Sulfide	\$ 125.00
Oxidation Reduction of Soil	\$ 53.00
Soil Cement Tests	
Freeze Thaw Abrasion (ASTM D560)	\$ 600.00
Wetting-Drying Abrasion (ASTM D559)	\$ 570.00
Preparation of Freeze-Thaw or Wetting-Drying Tests	\$ 720.00
Soil Cement Compression (ASTM D1633)	\$ 230.00
Cement Content Soil Cement (ASTM C1084)	\$ 230.00
Other	
Sample Preparation	\$ 63.00
Crumb Test Dispersion (ASTM D6572)	\$ 75.00
Pinhole Dispersion Test (ASTM)	\$ 240.00
Sand Density Calibration (ASTM D1566)	\$ 89.00
Unconfined Compression	
Unconfined Compression (ASTM D2166)	\$ 120.00
Shear Tests	
Direct Shear, Undisturbed (ASTM D3080)	\$ 210.00
Direct Shear, Remolded (ASTM D3080)	\$ 250.00
Triaxial Compression Testing	QUOTE
MATERIALS LABORATORY TESTS	

BSK Associates - 2018-2019 Schedule of Fees (Prevailing Wage)

Valid through 12/31/2019. Up to a 3% escalation may be applied to the rates shown here after 12/31/2019.

AGGREGATES

Sieve Analysis Coarse or Fine (ASTM C136)	\$ 80.00
Sieve Analysis w/ Fineness Modulus	\$ 85.00
Minus 200 Wash, Aggregates (ASTM C117)	\$ 80.00
Specific Gravity/Absorption (ASTM C127)	\$ 153.00
Specific Gravity/Absorption (ASTM C128)	\$ 153.00
Organic Impurities (ASTM C40)	\$ 80.00
% Lumps/Friable Particles (ASTM C142)	\$ 78.00
% Flat and Elongated (ASTM D4791)	\$ 120.00
Moisture Content (ASTM D2216)	\$ 42.00
Aggregate Wt., pcf Compacted (ASTM C29)	\$ 75.00
Aggregate Wt., pcf Loose (ASTM C29)	\$ 63.00
Abrasion by LA Rattler, Small Size (ASTM C131)	\$ 225.00
Abrasion by LA Rattler, Large Size (ASTM C131)	\$ 275.00
Sodium Sulfate Soundness, Per Sieve (ASTM C88)	\$ 105.00
Sodium Sulfate Soundness, Min. Charge (ASTM C88)	\$ 335.00
Relative Mortar Strength of Sand (ASTM C87)	\$ 410.00
Sand Equivalent (ASTM D2419 OR CT 217-I)	\$ 120.00
Durability Index (CT 229)	\$ 240.00
Potential Reactivity of Aggregates	QUOTE
Cleaness Value of Aggregate (CT 227)	\$ 173.00
Hydrometer (ASTM D422 OR CT 205-E)	\$ 215.00
% Crushed particles (CT 205)	\$ 158.00
Lightweight Pieces (ASTM 123)	\$ 210.00

HOT MIX ASPHALT

Mix Design, HVEEM	\$ 2,970.00
Mix Design, Marshall	\$ 3,520.00
Hamburg Wheel Track (AASHTO T324)	\$ 2,520.00
Gyratory Compaction (AASHTO T312)	\$ 320.00
AC Content by Centrifuge (ASTM D2172)	\$ 275.00
AC / Ash Correction (ASTM D2172 / CT382)	\$ 275.00
AC Content-Ignition (ASTM D6307 / CT382 / AASHTO T308)	\$ 215.00
Moisture Content of Asphalt (CT 370)	\$ 63.00
Gradation/Extraction Aggregate (ASTM D5444)	\$ 130.00
Film Stripping	\$ 85.00
Compaction/Preparation of HMA Briquette (CT 304)	\$ 210.00
Stabilometer Value (CT 366 / AASHTO T246)	\$ 168.00
AC Core Specific Gravity (ASTM D2726)	\$ 53.00
AC Core Specific Gravity - Paraffin Coated (AASHTO T275)	\$ 147.00
AC Max Density Rice Method (ASTM D2041)	\$ 240.00
Tensile Strength Ratio (AASHTO T283)	\$ 1,050.00
Moisture Vapor Susceptibility (CT 307)	\$ 195.00
AC Surface Abrasion (CT 360)	\$ 480.00
Index Retained Strength (ASTM D1074-D1075)	\$ 430.00
AC Hveem Maximum Density (CT 375)	\$ 430.00
Marshall Stability and Flow (ASTM D6927)	\$ 240.00
Calculated AC Maximum Density (CT 367)	\$ 95.00
Marshall Maximum Density, 50 Blows (ASTM D6926)	\$ 280.00
Examination of AC Cores	\$ 32.00
Thickness Determination of AC Cores	\$ 21.00
AC Tensile-Strength Premixed ASTM D4867	\$ 620.00
AC Tensile-Strength Lab Mixed ASTM D4867	\$ 730.00

REINFORCING STEEL

Tensile & Bend of Rebar, #3 - #8	\$ 142.00
Tensile & Bend of Rebar, #9 - #11	\$ 142.00
Bend Test of Rebar	\$ 58.00
Slip and Tensile Rebar Couplers (CT 670)	\$ 205.00
Tension Test of Welded Wire Fabric	QUOTE
Bend Test of Welded Wire Fabric	QUOTE
Weld Shear Test, Welded Wire Fabric	QUOTE
PT Cable Tensile and Elongation (ASTM A416 or A421)	\$ 260.00
PT Cable Preparation	QUOTE

WOOD PRODUCTS

Specific Gravity and Shrinkage (ASTM D143)	\$ 110.00
Moisture Content, Oven Dry (ASTM D2016, Method A)	\$ 47.00
Moisture Content, Meter (ASTM D2016, Method B)	\$ 32.00
Plywood Glue Shear Test (ASTM D805)	QUOTE
Moisture Absorption of Plywood (ASTM D805)	\$ 75.00

GALVANIZED COATINGS

Wt. of Galvanized Coating (ASTM A 90)	\$ 95.00
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CONCRETE

Cement Content Concrete (ASTM C1084)	\$ 360.00
Chemical Test (ASTM C150)	QUOTE
Set Times Cement-Vicat Needle (ASTM C191)	\$ 300.00
Specific Gravity of Hydraulic Cement (ASTM C191)	\$ 145.00
Linear Shrinkage Set of 3 (ASTM C157)	\$ 380.00
Compression Test of Concrete - 1 (ASTM C39)	\$ 32.00
Compression Test of Concrete - 4 (ASTM C39)	\$ 130.00
Compression Test of Core (ASTM C42)	\$ 58.00
Preparation of Specimens, Sawing	\$ 65.00
Compressive Strength of Shotcrete Panel	\$ 305.00
Proportion of Cement in Concrete (ASTM C85)	\$ 335.00
Flexural Test Per Beam (ASTM C78)	\$ 85.00
Splitting Tensile Strength of Concrete (ASTM C496)	\$ 85.00
Unit Weight Lt Wt Concrete (ASTM C567)	\$ 53.00
"AZ" Test-Reinforced Concrete Pipe "Life Factor"	\$ 75.00
9 Pt Core Measurements, Each (ASTM C174)	\$ 32.00
Compressive Strength of Gunite	\$ 58.00
Concrete Trial Batches	QUOTE
Unit Weight & Abs Concrete (ASTM D642)	\$ 120.00
Accelerated Curing of Concrete (ASTM C684)	\$ 240.00
Cylinder Molds (each)	\$ 7.00
Storage of Concrete Cylinders for more than 45 Days	\$ 55.00
RH Probe	\$ 55.00
Calcium Chloride Kit	\$ 37.00
Mixing Water (pH, elec. conductance, chloride, sulfate)	\$ 95.00
Contact Soil (pH, elec. conductance, chloride, sulfate)	\$ 115.00

MASONRY

Concrete Masonry Units Testing (ASTM C90)	
Compression Test Pavers, Single	\$ 74.00
Compression Test Composit CMU Prism	\$ 158.00
Specific Gravity and Unit Weight	\$ 110.00
Moisture Content	\$ 50.00
Compression Test, Masonry Units (ASTM C140)	\$ 100.00
Absorption / Moisture Content (ASTM C140)	\$ 100.00
Linear Shrinkage (ASTM C426)	\$ 385.00
Masonry Core Shear Test (Title 24)	\$ 105.00
Masonry Core Compression/Shear Test (Title 24)	\$ 180.00
Compression Test Brick, Each (ASTM C67)	\$ 75.00
Absorption/ Unit Wt. of Brick (ASTM C67)	\$ 75.00
Compression Test Grout (Set of 3 or 4)	\$ 115.00
Compression Test Mortar (Set of 3 or 4)	\$ 105.00

WELDING AND STRUCTURAL STEEL

Welder Qualification Testing	
Welder / Procedure Welder Qualification Testing	QUOTE
Face Bend of Steel	\$ 58.00
Root Bend of Weld Coupon	\$ 58.00
Side Bend of Weld Coupon	\$ 58.00
Tensile Test of Steel Coupon	\$ 80.00
Bend Test of Steel Coupon	\$ 68.00
Machining Charges (Per Coupon)	QUOTE
Brinell Hardness of Steel (ASTM E10)	\$ 95.00
Rockwell Hardness of Steel (ASTM E18)	\$ 95.00
Bolt Ultimate Load	\$ 135.00
Bolt Hardness (set of 3)	\$ 95.00
Nut Hardness (set of 3)	\$ 95.00
Washer Hardness (set of 3)	\$ 95.00
Proof Loading, bolt or nut	\$ 135.00

FIREPROOFING

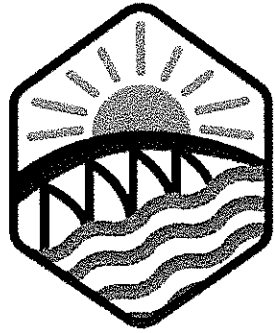
Cohesion/Adhesion Fireproofing Materials	\$ 120.00
Dry Density Fireproofing (ASTM E605)	\$ 90.00

CALIBRATION

Torque Wrench	\$ 168.00
Hydraulic Jack	\$ 158.00

Glue-Laminated Timbers

Finger Joint Tension Test (AITC Test 106)	\$ 53.00
Bending Test for End Joints (AITC Test 105)	\$ 53.00
Adhesive Spread Measurement (AITC Test 102)	\$ 53.00
Moisture Content and Specific Gravity (AITC Test 111)	\$ 75.00



SRWA

STANISLAUS REGIONAL
WATER AUTHORITY

Request for Proposals For

CONSTRUCTION MANAGEMENT SERVICES

For The Stanislaus Regional Water Authority Raw Water Pump Station, Phase 1 Construction Project

Submit Proposals to:
Stanislaus Regional Water Authority

Attention: Michael F. Brinton
Interim General Manager
156 South Broadway, Ste. 150
Turlock, CA 95380

Proposal Submission Deadline:
Thursday, January 11, 2018
3:00 p.m. PST

Direct questions with regard to this RFP to:
Michael Brinton, Interim General Manager
156 South Broadway, Suite 150
Turlock, CA 95380
(209) 538-5758
Michael.brinton@ci.ceres.ca.us

Background

The purpose of this Request for Proposals (RFP) is to seek proposals from qualified firms to provide construction management services for the Stanislaus Regional Water Authority (SRWA or Authority) for the construction of a Raw Water Pump Station, Phase 1 to be located along the south side of the Tuolumne River west of the Geer Road Bridge and the Fox Grove Regional Park.

The pump station will be used to extract water from the Tuolumne River through an existing infiltration system. Initially, the pump station will extract water for testing purposes and ultimately will extract water for delivery and treatment to the proposed water treatment facility for distribution to the cities of Ceres and Turlock and the Turlock Irrigation District.

The Agency has entered into agreements with West Yost Associates to provide design, bidding services, and engineering services during construction for the subject project. Staff will seek SRWA Board authorization to enter into an agreement with a consultant to provide construction management services based on the evaluation of proposals. The project consists of the following components:

1. Reinforced concrete Structure
2. Cast Iron Sluice Gates
3. Submersible Pumps
4. Infiltration Gallery Development and Testing
5. Electrical, Instrumentation and Control Facilities
6. Sitework Improvements
7. Appurtenant Work

The Raw Water Pump Station, Phase 1 construction project scope is fully described in the project plans and specifications dated October 2017. Electronic PDF files of approved plans and specifications are currently available for purchase from Signature Reprographics at info@signaturerepro.com . The design engineer estimates a construction contract bid cost of \$7,500,000.

The Raw Water Pump Station, Phase 1 construction contractor is required to abide by the requirements of in Section 01140, “Work Sequence and Restraints” of the project specifications. The successful consultant performing construction management services for

the pump station will be required to maintain excellent communication with Agency staff and the design engineer with regards to the contractor's operations.

The contractor will provide the selected construction management consultant with an office, furniture, phone and data, and computers as per Section 01500 of the project specifications.

The **estimated** schedules for both the construction and construction management (CM) contracts are as follows:

Construction proposals due:	December 6, 2018
CM proposals due:	January 11, 2018
Construction contract Award of Bid:	January 10, 2018
Potential interviews with CM firms:	January 23, 2018
Award of CM Agreement:	February 22, 2018
Construction contract execution:	February 7, 2018
Begin construction contract time:	February 14, 2018
End construction contract time:	December 2019

Proposals must comply with the requirements specified in the section of this RFP entitled "Proposal Submittal Requirements." The scope of services that the prospective consultant must provide as part of the agreement with the SRWA is specified in the section entitled "Scope of Services." SRWA staff will recommend the SRWA Board award an agreement to the selected consultant based on the criteria specified in the section of this RFP entitled "Selection Criteria."

Proposal Submittal Requirements

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 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 address listed on the front page of the RFP so that the proposal is received no later than the date and time specified. The U.S. Postal Service and its postmarks or any other organization as its agent for purposes of receiving proposals are not recognized. All proposals received after the deadline will be rejected. All materials submitted will become property of the Agency and returned only at the Agency's option.

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:
 - Water treatment construction and expansion projects
 - Teaming with the owner, engineer, and contractor
 - Maintaining cooperative atmosphere and attitude with contractor
 - 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 construction management 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.
- 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. 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.

Each proposal must include a detailed scope of services that includes the following information:

- Provide a detailed scope of services necessary to complete the work as identified in this RFP
- Describe the approach for completing the scope of services
- Identify the key employees that will make up the construction management team and describe the qualifications of said team. The team shall remain consistent throughout the life of the project, except as may be approved by the Agency.
- Describe the methods and practices used to mitigate unreasonable construction costs and schedule overruns
- Describe the method of project status reporting
- 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

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

The consultant may submit a proposal organized according to their preference, provided it meets the requirements of the RFP. Resumes and a company qualification brochure may be added, provided they are located in an appendix at the back of the proposal.

Should a consultant have concerns about meeting any requirements of this RFP and/or the draft agreement, they shall include a clearly labeled subsection within an appendix with individual statements specifically identifying their concerns and exceptions. 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. The RFP and the consultant's proposal shall be included as exhibits to the executed agreement to establish the scope of work of the contract.

Requests for Information (RFI) must be in writing and directed to the contact person specified on the front page of this RFP. If the Agency determines that a response to an RFI is necessary for clarification, then a response will be issued in writing as an addendum for the benefit of all interested consultants. RFI's received less than (72) hours prior to the proposal submission deadline will not receive a response.

Scope of Services

The scope of services outlined below represents the minimum to be provided by the construction management consultant. Consultants shall describe their approach to these tasks in a detailed proposed scope of services. Consultant shall identify and describe any other tasks proposed for proper control of the work as per the consultant's experience, knowledge, and capabilities.

1. Enter into and provide all required documentation specified in the Agreement (see attachment) and provide said documentation within ten (10) days of the award by the Board.
2. Obtain a Stanislaus County business license. Business licenses are obtained through the County at the County Office Building at 1010 Tenth Street, Modesto, Ca. Additional information can be found on the Stanislaus County website.
3. Understanding of the project, drawings and specifications, and construction especially as relates to the role of construction manager.
4. Preparation of a contract administration manual which establishes procedures for administration of the construction contract. The manual must be consistent with the project specifications.
5. Conducting and documentation of the pre-construction meeting and regularly construction meetings and other meetings in coordination with the Design Engineer and owner.
6. Preparation of a video and photographic record of initial site conditions, and as the project progresses.
7. Provide full time field inspection services and documentation of the work for conformance with the contract documents, drawings and specifications.
8. Act on the owner's behalf as liaison between the Contractor and any special inspections and materials testing firm(s) for scheduling materials testing and informing contractor of passing and failing results.
9. Act on the owner's behalf as liaison between the Contractor and the Design Engineer for scheduling critical special inspections by the Design Engineer relating to structural, mechanical, electrical, instrumentation and other inspections as necessary for the project.

10. Conduct and document weekly progress meeting with the Agency staff, Design Engineer, and Contractor per Section 01312, "Project Meetings," of the project specifications.
11. Maintaining detailed project records including inspection reports, photos, measurement of quantities, meeting minutes, progress payment requests and log decisions. Construction management documentation shall be entered in a web based system as described in Section 01322, "Web Based Construction Document Management" of the project specifications. An alternative software may be proposed to be used by the construction management consultant, provided that it meets or exceeds the capabilities of the software described in Section 01322. The Construction management consultant shall arrange and pay for the software to be used by the construction manager, the Contractor, and Agency staff for the life of the project as part of the original agreement between the consultant and the Agency.
12. Review and approve construction schedules per the project specifications.
13. Review progress payments and provide recommendation to the Agency for payment.
14. Coordinate and track design clarifications between the Design Engineer and the Contractor.
15. Document, review, and negotiate contract change orders. Provide recommendation for owner's action of potential change orders.
16. Maintain notes and documents to support Owner and Design Engineer during claims proceedings.
17. Monitor the contractor's compliance with the project SWPPP.
18. Monitor and assure Contractor's recording of field changes to the record drawings and specifications as per the project specifications.
19. Preparation of monthly progress reports with narrative and photographic documentation of major work items completed, outstanding issues, and work to be pursued in the upcoming month.
20. Schedule and conduct substantial completion inspections, issue punchlist, and recommend acceptance by the Owner.

Engineering Services During Construction (ESDC) will be provided by West Yost Associates. ESDC include the following:

- Attend the pre-construction meeting
- Prepare conformed drawings and specifications and print hard copies for Contractor, Owner, and Construction Manager's use
- Attend construction progress meetings
- Responsibility for submittal and shop drawing review
- Respond to RFI's, in coordination with the construction manager

- Provide specialty structural, electrical, process, and instrumentation inspections as needed
- Prepare Operations and Maintenance manual
- Assist with start-up of new facilities
- Conduct operations training
- Prepare record drawings

Selection Criteria

It is the intention to select one firm that has sufficient expertise to complete the work on time and within budget. However, the Agency reserves the right to reject all proposals or select and contract with more than one firm for the specified services.

Agency staff will exercise discretion and judgment in evaluating proposals. Qualifying proposals will be scored based on the following factors, with a maximum scoring potential for each factor as shown, for a maximum potential score of 50 points.

- a. Demonstrated qualifications, competence, abilities, and knowledge of personnel assigned (14 points)
- b. Experience of the Consultant to provide the specified services (14 points)
- c. Record of the Consultant in accomplishing similar work on time and within budget (10 points)
- d. Completeness of proposal (5 points)
- e. Financial responsibility [years in business, number of projects completed, annual volume of work in dollars, etc.] (3 points)
- f. Cost (4 points)

Once submitted, all proposals become public records and subject to disclosure, either in part or in whole, under the California Public Records Act.

The Agency may hold interviews with top ranking consultants. These interviews will be held solely at the discretion of the SRWA and after the initial proposal scoring. The interviews, if held, are to be attended by representatives of the SRWA as well as the consultant's team proposed to be utilized on this project, and will be used to gain further insight into the consultant's expertise and capabilities for the purpose of making a selection recommendation to the SRWA Board.

END OF REQUEST FOR PROPOSALS



SRWA
 STANISLAUS REGIONAL
 WATER AUTHORITY

BEFORE THE BOARD OF THE STANISLAUS REGIONAL WATER AUTHORITY

IN THE MATTER OF APPROPRIATING }
 \$612,691 TO ACCOUNT NUMBER }
 950-53-552-51801_002 "SRWA WET WELL }
 CONSTRUCTION - CONSTRUCTION }
 MANAGEMENT" TO BE FUNDED VIA }
 CONTRIBUTIONS FROM SRWA }
 PARTICIPATING AGENCIES AS OUTLINED IN }
 THE RAW WATER PUMP STATION PHASE I }
 FUNDING AGREEMENT }

RESOLUTION NO. 2018-

WHEREAS, the first phase of the Water Treatment Plant Construction is the construction of the Raw Water Pump Station, Phase 1 Construction Project; and

WHEREAS, bids were recently opened with the lowest responsible bid determined to be C. Overaa Construction; and

WHEREAS, it is desirable to hire a construction management firm to oversee the construction of the project with specific expertise and experience in this type of work; and

WHEREAS, a Request for Proposals (RFP) was advertised with proposals due on January 11, 2018; and

WHEREAS, a total of three (3) qualified proposals were received; and

WHEREAS, Inferrera Construction Management Group, Inc. was found to be the most qualified and lowest cost firm for this work in the amount of \$556,992; and

WHEREAS, staff recommends awarding a contract to Inferrera Construction Group, Inc. in the amount of \$556,992, with a 10% contingency in the amount of \$55,699 for a total not-to-exceed amount of \$612,691; and

WHEREAS, the costs for this work will be funded via contributions from SRWA participating agencies as outlined in the Raw Water Pump Station Phase I Funding Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Board of the Stanislaus Regional Water Authority does hereby appropriate \$612,691 to account number 950-53-552-51801_002 "SRWA Wet Well Construction - Construction Management" to be funded via contributions from SRWA participating agencies as outlined in the Raw Water Pump Station Phase I Funding Agreement.

PASSED AND ADOPTED at a regular meeting of the Board of the Stanislaus Regional Water Authority this 1st day of March, 2018, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Allison Martin, Board Secretary