

AGREEMENT
FOR PROFESSIONAL SERVICES FOR
ENVIRONMENTAL CONSULTANTS/
CONTRACTORS BETWEEN
THE CITY OF SALINAS AND CAROLLO
ENGINEERS, INC



Contents

RECITALS.....	1
TERMS.....	1
1. Scope of Service.	1
2. Term; Completion Schedule.	1
3. Compensation	1
4. Billing	1
5. Meet and Confer.	2
6. Additional Copies.	2
7. Responsibility of Consultant.....	2
8. Responsibility of City.	2
9. Acceptance of Work Not a Release.	3
10. Indemnification and Hold Harmless.	3
11. Insurance.	3
12. Access to Records.	3
13. Assignment.	3
14. Changes to Scope of Work.	4
15. Ownership of Documents.	4
16. Termination.....	4
17. Compliance with Laws, Rules, and Regulations.	5
18. Exhibits Incorporated.....	5
19. Independent Contractor.....	5
20. Integration and Agreement.	5
21. Jurisdiction.	5
22. Severability.	6
23. Notices.	6
24. Nondiscrimination.....	6
25. Conflict of Interest.	7
26. Headings.	7
27. Attorneys' Fees	7
28. Non-Exclusive Agreement.....	7
29. Rights and Obligations Under Agreement.....	7

30. Licenses.....	7
31. Counterparts.....	7
32. Legal Representation.....	7
33. Joint Representation.....	8
34. Warranty of Authority.....	8
35. No Waiver of Rights.....	8
Exhibit A- Insurance Requirements for Environmental Contractors and/or Consultants	10
Exhibit B- Scope of Service	13

**AGREEMENT FOR PROFESSIONAL SERVICES FOR ENVIRONMENTAL
CONSULTANTS/CONTRACTORS BETWEEN
THE CITY OF SALINAS AND CAROLLO ENGINEERS INC**

This Agreement for Professional Services (the “Agreement” and/or “Contract”) is made and entered into this 14th day of June, 2022, between the **City of Salinas**, a California Charter city and municipal corporation (hereinafter “City”), and **Carollo Engineers, Inc.**, a **Delaware corporation**, (hereinafter “Consultant”).

RECITALS

WHEREAS, Consultant represents that he, she or it is specially trained, experienced, and competent to perform the special services which will be required by this Agreement; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, City and Consultant agree as follows:

TERMS

1. **Scope of Service.** The project contemplated and the scope of Consultant’s services are described in **Exhibit B**, attached hereto and incorporated herein by reference.
2. **Term; Completion Schedule.** This Agreement shall commence on **August 8, 2023**, and shall terminate on **August 7, 2025**, unless extended in writing by either party upon (30) days written notice. This Agreement may be extended only upon mutual written consent of the parties, and may be terminated only pursuant to the terms of this Agreement.
3. **Compensation.** City hereby agrees to pay Consultant for services rendered the City pursuant to this Agreement on a time and materials basis according to the rates of compensation set forth in **Exhibit B**. The total amount of compensation to be paid under this Agreement shall not exceed **four hundred thirteen thousand eight hundred dollars (\$413,800)**.
4. **Billing.** Consultant shall submit to City an itemized invoice, prepared in a form satisfactory to City, describing its services and costs for the period covered by the invoice. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant’s bills shall include the following information to which such services cost or pertain:
 - (A) A brief description of services performed;
 - (B) The date the services were performed;
 - (C) The number of hours spent and by whom;
 - (D) A brief description of any costs incurred; and
 - (E) The Consultant’s signature.

Any such invoices shall be in full accord with any and all applicable provisions of this Agreement.

City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, City shall not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant. The City shall process undisputed portion immediately.

5. Meet and Confer. Consultant agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by the City to ensure timely and adequate performance of the Agreement.

6. Additional Copies. If City requires additional copies of reports, or any other material which Consultant is required to furnish as part of the services under this Agreement, Consultant shall provide such additional copies as are requested, and City shall compensate Consultant for the actual costs related to the production of such copies by Consultant.

7. Responsibility of Consultant. By executing this Agreement, Consultant agrees that the services to be provided and work to be performed under this Agreement shall be performed in a fully competent manner. By executing this Agreement, Consultant further agrees and represents to City that the Consultant possesses, or shall arrange to secure from others, all of the necessary professional capabilities, experience, resources, and facilities necessary to provide the City the services contemplated under this Agreement and that City relies upon the professional skills of Consultant to do and perform Consultant's work. Consultant further agrees and represents that Consultant shall follow the current, generally accepted practices in this area to the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the projects for which the services are rendered under this Agreement.

8. Responsibility of City. To the extent appropriate to the projects to be completed by Consultant pursuant to this Agreement, City shall:

(A) Assist Consultant by placing at its disposal all available information pertinent to the projects, including but not limited to, previous reports and any other data relative to the projects. Nothing contained herein shall obligate City to incur any expense in connection with completion of studies or acquisition of information not otherwise in the possession of City.

(B) Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant.

(C) Steve Carrigan, City Manager, or his designee, shall act as City's representative with respect to the work to be performed under this Agreement. Such person shall have the

complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Consultant's services. City may unilaterally change its representative upon notice to the Consultant.

(D) Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in a project.

9. **Acceptance of Work Not a Release.** Acceptance by the City of the work to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the work performed.

10. **Indemnification and Hold Harmless.**

Consultant agrees to indemnify, including the cost to defend, City and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the City; and does not apply to any passive negligence of the City unless caused at least in part by the Design Professional. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault.

Consultant shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental, liquidated, or consequential damages to City or any third party arising out of breach of contract, delay, termination, or for professional negligence. Additionally, Consultant shall not be responsible for acts and decisions of third parties, including governmental agencies, other than Consultant's subconsultants, that impact project completion and/or success.

11. **Insurance.**

Consultant shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in **Exhibit A** hereto.

12. **Access to Records.** Consultant shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials including but not limited to calculation and survey notes relating to work performed for the City under this Agreement on file for at least three (3) years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for such access and inspection.

13. **Assignment.** It is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of

Consultant. This Agreement is personal to Consultant and shall not be assigned by it without express written approval of the City.

14. Changes to Scope of Work. City may at any time, and upon a minimum of ten (10) days written notice, seek to modify the scope of services to be provided for any project to be completed under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Rate of compensation shall be based upon the Consultant's rates shown in **Exhibit B** of this Agreement. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

15. Ownership of Documents. Title to all final documents, including drawings, specifications, data, reports, summaries, correspondence, photographs, computer software (if purchased on the City's behalf), video and audio tapes, software output, and any other materials with respect to work performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared. City agrees to hold harmless and indemnify the Consultant against all damages, claims, lawsuits, and losses of any kind including defense costs arising out of any use of said documents, drawings, and/or specifications on any other project without written authorization of the Consultant.

16. Termination.

(A) City shall have the authority to terminate this Agreement, upon written notice to Consultant, as follows:

(1) If in the City's opinion the conduct of the Consultant is such that the interest of the City may be impaired or prejudiced, or

(2) For any reason whatsoever.

(B) Upon termination, Consultant shall be entitled to payment of such amount as fairly compensates Consultant for all work satisfactorily performed up to the date of termination based upon the Consultant's rates shown in **Exhibit B** and/or Section 3 of this Agreement, except that:

(1) In the event of termination by the City for Consultant's default, City shall deduct from the amount due Consultant the total amount of additional expenses incurred by City as a result of such default. Such deduction from amounts due Consultant are made to compensate City for its actual additional costs incurred in securing satisfactory performance of the terms of this Agreement, including but not limited to, costs of engaging another consultant(s) for such purposes. In the event that such additional expenses shall exceed amounts otherwise due and payable to Consultant hereunder, Consultant shall pay City the full amount of such expense.

(C) In the event that this Agreement is terminated by City for any reason, Consultant shall:

(1) Upon receipt of written notice of such termination promptly cease all services on this project, unless otherwise directed by City; and

(2) Deliver to City all documents, data, reports, summaries, correspondence, photographs, computer software output, video and audio tapes, and any other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such material is to be delivered to City in completed form; however, notwithstanding the provisions of Section 15 herein, City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such material.

(D) In the event that this Agreement is terminated by City for any reason, City is hereby expressly permitted to assume the projects and complete them by any means, including but not limited to, an agreement with another party.

(E) The rights and remedy of the City and Consultant provided under this Section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this Agreement.

17. Compliance with Laws, Rules, and Regulations. Services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable federal, state, and City laws and any rules or regulations promulgated thereunder.

18. Exhibits Incorporated. All exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of this Agreement and any of the terms of any exhibit to the Agreement, the terms of the Agreement shall control the respective duties and liabilities of the parties.

19. Independent Contractor. It is expressly understood and agreed by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the City. Consultant expressly warrants not to represent, at any time or in any manner, that Consultant is an employee or servant of the City.

20. Integration and Agreement. This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters contained herein. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

21. Jurisdiction. This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in the State of California, in the County of Monterey or in the appropriate federal court with jurisdiction over the matter.

22. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

23. Notices.

(A) Written notices to the City hereunder shall, until further notice by City, be addressed to:

City Manager
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

With a copy to:

City Attorney
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

(B) Written notices to the Consultant shall, until further notice by the Consultant, be addressed to:

Lydia Holmes
Vice President
Carollo Engineers, Inc.
2795 Mitchell Drive
Walnut Creek, CA 94598
(925) 932-1710

(C) The execution of any such notices by the City Manager shall be effective as to Consultant as if it were by resolution or order of the City Council, and Consultant shall not question the authority of the City Manager to execute any such notice.

(D) All such notices shall either be delivered personally to the other party's designee named above, or shall be deposited in the United States Mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

24. Nondiscrimination. During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion,

ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability.

25. Conflict of Interest. Consultant warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this Agreement a violation of any applicable local, state or federal law. Consultant further declares that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify City of the existence of such conflict of interest so that City may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code section 81000 et seq.) and Salinas City Code Chapter 2A that apply to Consultant as the result of Consultant's performance of the work or services pursuant to the terms of this Agreement.

26. Headings. The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement.

27. Attorneys' Fees. In case suit shall be brought to interpret or to enforce this Agreement, or because of the breach of any other covenant or provision herein contained, the prevailing party in such action shall be entitled to recover their reasonable attorneys' fees in addition to such costs as may be allowed by the Court. City's attorneys' fees, if awarded, shall be calculated at the market rate.

28. Non-Exclusive Agreement. This Agreement is non-exclusive and both City and Consultant expressly reserves the right to contract with other entities for the same or similar services.

29. Rights and Obligations Under Agreement. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

30. Licenses. If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its representatives, agents or subcontractors by federal, state or local law, Consultant warrants that such license has been obtained, is valid and in good standing, and that any applicable bond posted in accordance with applicable laws and regulations.

31. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

32. Legal Representation. Each party affirms that it has been represented by legal counsel of its own choosing regarding the preparation and the negotiation of this Agreement and the matters and claims set forth herein, and that each of them has read this Agreement and is fully aware of its contents and its legal effect. Neither party is relying on any statement of the other

party outside the terms set forth in this Agreement as an inducement to enter into this Agreement.

33. Joint Representation. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. No presumptions or rules of interpretation based upon the identity of the party preparing or drafting the Agreement, or any part thereof, shall be applicable or invoked.

34. Warranty of Authority. Each party represents and warrants that it has the right, power, and authority to enter into this Agreement. Each party further represents and warrants that it has given any and all notices, and obtained any and all consents, powers, and authorities, necessary to permit it, and the persons entering into this Agreement for it, to enter into this Agreement.

35. No Waiver of Rights. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. The failure to provide notice of any breach of this Agreement or failure to comply with any of the terms of this Agreement shall not constitute a waiver thereof. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. A waiver by the City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

36. Delay. Consultant shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental, liquidated, or consequential damages to City or any third party arising out of breach of contract, delay, termination, or for professional negligence. Additionally, Consultant shall not be responsible for acts and decisions of third parties, including governmental agencies, other than Consultant's subconsultants, that impact project completion and/or success.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above.

CITY OF SALINAS

Steve Carrigan
City Manager

APPROVED AS TO FORM:

-
- Christopher A. Callihan, City Attorney or
 - Rhonda Combs, Assistant City Attorney

CONSULTANT

By: Lydia Holmes
Its: Vice President - Carollo Engineers

Exhibit A- Insurance Requirements for Environmental Contractors and/or Consultants

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees, or subcontractors. With respect to General Liability, Errors & Omissions, Contractor's Pollution Liability, and/or Asbestos Pollution Liability, coverage should be maintained for a minimum of five (5) years after Contract completion.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability ("CGL"):** Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form CA 0001 covering any auto (Code 1), or if Consultant has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability and/or Errors & Omissions:** Insurance applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Salinas requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. At the option of the City, the Consultant shall provide coverage to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Consultant shall provide evidence satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Other Insurance Provisions

- A. The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:
1. **The City of Salinas, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Forms CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
 2. For any claims related to this project, **the Consultant’s insurance coverage shall be primary insurance** coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Salinas, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.
 3. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- B. If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:
1. The retroactive date must be shown, and must be before the date of the contract or the beginning of Agreement of work.
 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement of work.
 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of Agreement work.
 4. A copy of the claims reporting requirements must be submitted to the City for review.
 5. If the services involve lead-based paint or asbestos identification / remediation, the Contractor’s PLL policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractor’s PLL shall not contain a mold exclusion and the definition of “Pollution” shall include microbial matter including mold.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII if admitted in the State of California. If Contractor's Pollution Liability, Asbestos Pollution and/or Errors & Omissions coverages are not available from an admitted insurer, the coverage may be written by a non-admitted insurance company. A non-admitted company should have an A.M. Best rating of A:X or higher. Exception may be made for the California State Compensation Insurance Fund if not rated.

Verification of Coverage

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

Waiver of Subrogation

Consultant hereby grants to City a waiver of subrogation which any insurer may acquire against City, its officers, officials, employees, and volunteers, from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Salinas for all work performed by the Consultant, its employees, agents, and subcontractors.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City of Salinas is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as ISO CG 20 38 04 13.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Maintenance of Insurance

Maintenance of insurance by Consultant as specified shall in no way be interpreted as relieving Consultant of its indemnification obligations or any responsibility whatsoever and the Consultant may carry, at its own expense, such additional insurance as it deems necessary.

Exhibit B- Scope of Service
[Scope of Service; Compensation]

DRAFT
6-30-23
Scope of Work
for City of Salinas Industrial Waste Facility
Emergency Percolation Ponds Solids Removal and Berm Repair Projects

The City of Salinas (City) owns and operates an Industrial Waste Collection and Conveyance System (IWCCS), which is separate from the City's sanitary and storm sewer systems. The system accepts flow from 23 different facilities, which are primarily for agricultural processing, such as fresh produce washing and packaging operations. The wastewater is conveyed for disposal or recycling to the Industrial Waste Treatment Facility (IWTF) located south of the City on the Salinas River. The percolation ponds at the IWTF were flooded by the Salinas River in January, 2023 and March, 2023 causing damage to the pond berms and depositing a silt layer across the bottom of the ponds. The deposited silt has significantly impacted the percolation capacity of the ponds which limits the City's ability to dispose of the industrial wastewater from the ponds to the underlying soils. The silt has also contributed to high turbidity in the ponds which limits the City's ability to dispose the industrial wastewater from the ponds to the Monterey One Water (M1W) treatment facility. The inability to dispose the City's industrial waste is a critical issue that needs to be addressed as soon as possible. Additionally, the berms damaged by the flooding need to be repaired to restore their slope stability and allow vehicles to use the pond access roads that are supported by them. The City is pursuing funding from the Federal Emergency Management Agency (FEMA) for all elements of these projects.

Project Alternatives Evaluation

Carollo Engineers, Inc. (Carollo), was hired to evaluate and recommend an approach for removing silt and a portion of the underlying organic solids from the ponds to restore their percolation capacity and reduce turbidity. Two alternatives were recently developed and evaluated with the City:

- 1. Dredge Solids from the ponds while they remain in operation,
- 2. Pump water from ponds and allow to air dry before removing solids.

The City and Carollo reached consensus on Alternative 1 for a number of reasons including the ability to meet the March 2024 deadline for completing the work for FEMA funding, it allows the ponds to remain in service while solids are removed, and it builds upon a similar dredging project completed by the City in 2022 for the aeration lagoon.

The City and Carollo also reached consensus on an approach for berm repairs. Berm repairs will be designed and bid as a separate project from the pond dredging project since it requires different type of equipment and contractors. The selected contractor will make repairs to berms and roads that require equipment and resources the City doesn't have available. The estimated cost for this work is approximately \$300,000. The City will repair areas of the berms and access roads that can be completed with their available equipment and resources. In order to meet schedule milestones it is anticipated the pond dredging work and the pond berm repair work will need to be coordinated and construction completed simultaneously.

Project Design and Support Scope of Services

Carollo will prepare project design documents for the City to solicit competitive bids from licensed contractors to dredge and dewater silt and solids from the ponds using plans and specifications to the extent possible from the City's aeration lagoon solids removal project. Carollo will also provide other support services to the City to ensure successful and timely completion of the Pond Dredging and Berm Repair projects. Carollo will prepare separate project design documents to solicit competitive bids for berm repairs and provide services during the bid and construction periods as described in Task 6. Specific tasks to be completed by Carollo and its subconsultants for these projects include the following:

- Task 1 – Project Management for Pond Dredging and Berm Repair Projects
- Task 2 – FEMA Funding Application Support for Pond Dredging and Berm Repair Projects
- Task 3 - Prepare Pond Dredging Project Bid Documents
- Task 4 – Pond Dredging Bid Period Services
- Task 5 – Pond Dredging Construction Period Services
- Task 6 – Prepare Berm Repair Bid Documents and Provide Bid and Construction Period Services
- Task 7 – Optional Services

The above tasks are detailed as follows:

Task 1 – Project Management and Meetings/Coordination

Carollo will provide management of the projects including regular meetings, coordination with the City and subconsultants, and monthly invoices. It is assumed that the schedule for the project management, funding, design, and construction of both projects will last approximately seven (7) months. Biweekly virtual meetings are assumed for the duration of the project. Agendas and topics to discuss will be determined prior to each meeting.

Deliverables:

- Meeting agendas and notes, as needed

Task 2 – FEMA Funding Application Support

Carollo will assist the City with coordination and preparation of support documents to obtain emergency FEMA funding for the Pond Dredging and Berm Repair projects utilizing information provided by the City and/or existing project documents. Based on previous discussions with the City, our understanding is the City was informed by FEMA that the project can be bid and awarded using the City's standard bid solicitation and award process. No special federal documents, including NEPA, or procedures are required. With this understanding, the scope of services includes the following:

2.1 - Attend Meetings. Carollo will conduct up to two (2) virtual meetings with City staff, State regulators, and FEMA to discuss the application processes and other requirements necessary to apply for financing.

2.2 - Prepare Application. Carollo will complete the necessary funding application documents for City signature and submittal to FEMA.

Deliverables:

- Meeting agendas, notes
- Communications with FEMA
- FEMA funding application documents

Task 3 – Prepare Project Bid Documents for Pond Dredging Project

3.1 - Carollo will prepare bid documents for competitive solicitation of a licensed contractor to construct the recommended alternative (Alternative 1 – Dredging solids from the ponds) from recently completed evaluations. It is assumed the project will be implemented through a traditional design-bid-build approach using the City’s standard front-end specifications (Divisions 0 and 1) to the extent possible. Carollo will prepare technical specifications and drawings to accompany the City’s front-end specifications in a bid package. A preliminary package will be provided for the City’s review at the 90 percent level of completion.

A cost estimate and construction schedule will also be provided. The final bid package, cost estimate, and schedule will be prepared following review of the 90 percent package.

3.2 - The final bid package, cost estimate, and schedule will be prepared following workshop to review the 90 percent package.

Assumptions:

The level of effort for the above work assumes the design drawings and technical specifications will be streamlined and not require extensive details. It is assumed the City will provide topographical survey data, word files, and CAD files from previous projects. It is also assumed that the City will not provide temporary or permanent wet or dry utilities to the site.

Deliverables:

- 90 percent bid package, cost estimate, and schedule
- Workshop to review 90 percent package
- Final bid package, cost estimate and schedule

Task 4 – Bid Period Services for Pond Dredging Project

Carollo will provide bid period services which includes conducting a pre-bid tour of the project, responding to bidder questions, preparing up to three addenda, tabulating bids, and assistance in evaluating bids for compliance with specified requirements including reference checks and financial information submitted with bids. It is assumed the bid period will last approximately four (4) weeks after the advertisement for bid is posted by the City.

Deliverables:

- Pre-bid tour notes and attendance sheet
- Written responses to bidder questions
- Addenda
- Bid tabulation

Task 5 - Construction Period Assistance for Pond Dredging Project

Carollo will provide Engineering Services During Construction (ESDC), Construction Management (CM) services, and funding support during construction of the Pond Dredging project. These services are described below and assume a construction period of approximately three (3) months.

5.1 - Engineering Services During Construction. Carollo and its subconsultants will review up to ten (10) contractor submittals, respond to up to ten (10) Requests for Information (RFIs), prepare up to three (3) Change Orders during the construction period, and three (3) site visits to observe the work and meet with the City, CM and contractor to resolve issues as they arise. Carollo will also attend up to sixteen (16) weekly construction meetings virtually. It is assumed the meetings will be conducted by the CM and last approximately one (1) hour each.

5.2 - Construction Management Services. Carollo and its subconsultants will manage the construction contract, monitor construction progress, conduct inspections of work completed by the contractor, conduct weekly construction meetings, review and approve contractor progress billings, prepare punch lists and construction close-out documents. It is assumed a CM professional will be at the site an average 12 hours per week during the construction period. It is also assumed the contractor will be required to hire an environmental compliance subcontractor to conduct surveys and compliance reporting as needed before, during and after construction.

Carollo's geotechnical subconsultant (Yeh) will conduct Quality Assurance (QA) laboratory testing of soils hauled from the site to confirm moisture content measurements and dry solids weight calculations provided by the contractor for billing. It is assumed soils testing will be conducted once (1) per week during the construction period and the contractor will provide Quality Control (QC) and certified weights of material disposed of

5.3 - Funding Support During Construction. Carollo will prepare monthly funding disbursement requests, prepare monthly reports, correspond with FEMA, review contractor documents for compliance with funding requirements such as certified payrolls, and environmental reporting.

Task 6 –Design and Construction Period Services for Berm Repair Project

Carollo will provide Design, Bidding, Engineering Services During Construction (ESDC), and Construction Management (CM) services for the Berm Repair project. These services are described below and assume a total duration for design, bidding and construction of approximately five (5) months some of which is anticipated to overlap with the Pond Dredging project. Project management and funding support will be provided under Tasks 1, 2 and 5.

6.1 - Carollo will prepare bid documents for competitive solicitation of a licensed contractor to construct berm repairs identified during site visits and discussion with City staff. It is assumed the project will be implemented through a traditional design-bid-build approach using the City's standard front-end specifications (Divisions 0 and 1) and existing drawings to the extent possible. Carollo will prepare technical specifications and drawings to accompany the City's front-end specifications as needed. A preliminary package will be provided for the City's review at the 90 percent level of completion. A cost estimate and construction schedule will also be provided.

6.2 - The final bid package, cost estimate, and schedule will be prepared following workshop to review the 90 percent package.

Assumptions:

The level of effort for the above work assumes the design drawings and technical specifications will be streamlined and not require extensive details. The City will provide, topographical survey data, word files, and CAD files from previous projects.

Deliverables:

- 90 percent bid package, cost estimate, and schedule
- Workshop to review 90 percent package
- Final bid package, cost estimate and schedule

6.3 - Engineering Services During Construction. Carollo and its subconsultants will review up to 10 (10) contractor submittals, respond to up to ten (10) Requests for Information (RFIs) during the construction period. Carollo will conduct up to three (3) site visits to observe the work and meet with the City, CM and contractor to resolve issues as they arise. The site visits for the Berm Repair project will be coordinated with site visits for the Pond Dredging (Task 5.1) project to the extent possible. Carollo will also attend up to four (4) construction meetings virtually. It is assumed the meetings will be conducted by the CM and last approximately one (1) hour each.

6.4 - Construction Management. Carollo and its subconsultants will manage the construction contract, monitor construction progress, conduct inspections of work, conduct weekly construction meetings, review and approve contractor progress billings, prepare punch lists and construction close-out documents. It is assumed a CM staff person will be at the site on average 16 hours day per week during the Berm Repair projects. It is also assumed the contractor will be required to hire an environmental compliance subcontractor to conduct surveys and compliance reporting as needed before, during and after construction.

Carollo's geotechnical subconsultant (Yeh) will conduct Quality Assurance (QA) field testing for compaction of soils used in the berm repairs. It is assumed soils testing will be conducted once (1) per week during the construction period and the contractor will provide Quality Control (QC) of their work

Task 7 - Optional Services

During the course of providing services described in Tasks 1 through 6, there may be deviations from the assumed scope and level of effort that are unforeseen and beyond the control of the City and Carollo. This Optional Services task provides contingency funds that can be authorized by the City as needed to cover the costs of Carollo and its subconsultants to provide services not in the original scope.

Schedule

The schedule for this project is driven by the FEMA funding requirement to be substantially complete with construction by March 31, 2024. Following are the anticipated milestone dates to meet this schedule:

- August 11, 2023 - City Issue Notice to Proceed to Carollo

- September 1, 2023 - Complete Pond Dredging 90 percent design.
- September 13, 2023 – Conduct Pond Dredging design review with City.
- September 8, 2023 - Complete FEMA funding application.
- September 15, 2023 - Complete Pond Dredging final design.
- October 12, 2023- Complete Pond Dredging Bid Period and Award.
- October 19, 2023 - City Issue Notice to Proceed for Pond Dredging Construction.
- October 13, 2023 – Complete Berm Repair 90 percent design.
- October 18, 2023 – Conduct Berm Repair design review Meeting with City.
- October 27, 2023 – Complete Berm Repair final design.
- November 23, 2023 – Complete Berm Repair Bid Period and Award.
- January 31, 2024 - Complete Pond Dredging Construction.
- February 29, 2024 – Complete Berm Repair Construction.

Scope Assumptions

Carollo (Consultant) shall be entitled to use and reasonably rely upon all such information and services provided by City or others in performing Consultant's services under this Scope of Work.

Consultant has no control over the cost of labor, materials, equipment or services furnished by others. Consultant cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by Consultant.

The services to be performed by Consultant are intended solely for the benefit of City. No person or entity not a signatory to the Agreement shall be entitled to rely on consultant's performance of its services hereunder, and no right to assert a claim against Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of the Agreement or the performance of Consultant's services.”

CAROLLO ENGINEERS, INC.
FEE SCHEDULE for
City of Salinas IWTF Improvement Project
FY 23/24

Classification	Hourly Rate
Principle in Charge	\$303
Project Manager	\$293
Funding Lead	\$265
Construction Manager/Inspector	\$250
Project Engineer	\$235
Professional Engineer	\$185
Staff	\$160
Disciplines (QA/QC)	\$270
Graphics	\$165
Word Processing/Admin	\$130
 Project Equipment Communication Expense (PECE) Per DL Hour	 \$13
 Travel and Expenses	 At cost
Milage at IRS Reimbursement Rate	mileage at \$.655 per mile
Subconsultants	cost + 10%

This fee schedule is subject to annual revisions due to labor adjustments.

Updated 6-30-23

City of Salinas
Emergency Pond Solids Removal and Berm Repair Projects
Fee Estimate



Task Description	Hours by Classification										Labor	PECE	Printing/ Travel	Subs/ Direct Costs	Subs/ Direct Cost + 10%	Subs and Other Direct Expenses	Estimated Fee
	Principle in Charge	Project Manager	Funding/Financing	Project Engineer/CM	Staff	Discipline QA/QC reviewers	Graphics and CAD	Word Processing/Admin	Total Hours								
Task 1 - Project Management and Meetings for Pond Dredging and Berm Repairs	24	40		24	16	0	0	16	120	\$ 29,600	\$ 1,560	\$ 500	\$ -	\$ -	\$ 2,060	\$ 31,660	
Task 2 - FEMA Funding Application Support	8	8	48		64	0	0	16	144	\$ 29,800	\$ 1,872	\$ -	\$ -	\$ -	\$ 1,872	\$ 31,672	
Task 2.1 – Attend Meetings	4	4	24		24				56	\$ 12,600	\$ 728	\$ -	\$ -	\$ -	\$ 728	\$ 13,328	
Task 2.2 – Prepare FEMA Application	4	4	24		40			16	88	\$ 17,200	\$ 1,144	\$ -	\$ -	\$ -	\$ 1,144	\$ 18,344	
Task 3 - Prepare Project Bid Documents for Pond Dredging	8	32	0	200	64	32	64	24	424	\$ 94,400	\$ 5,512	\$ 3,000	\$ 4,600	\$ 460	\$ 13,572	\$ 107,972	
3.1 - 90 percent submittal	4	16		120	40	24	40	16	260	\$ 57,500	\$ 3,380	\$ 2,000	\$ 4,600	\$ 460	\$ 10,440	\$ 67,940	
3.2 - 100 percent design	4	16		80	24	8	24	8	164	\$ 36,900	\$ 2,132	\$ 1,000		\$ -	\$ 3,132	\$ 40,032	
Task 4 - Bid Period Services for Pond Dredging	4	16		24		0	8	8	60	\$ 14,300	\$ 780	\$ 1,000	\$ 1,000	\$ 100	\$ 2,880	\$ 17,180	
Task 5 - Construction Period Services for Pond Dredging	3	20	8	160	104	0	0	0	295	\$ 65,400	\$ 3,835	\$ 6,000	\$ 10,000	\$ 1,000	\$ 20,835	\$ 86,235	
Task 5.1 - ESDC	1	8		40	40				89	\$ 19,000	\$ 1,157	\$ 1,000	\$ 5,000	\$ 500	\$ 7,657	\$ 26,657	
Task 5.2 - CM	1	8		120	40				169	\$ 39,000	\$ 2,197	\$ 4,000	\$ 5,000	\$ 500	\$ 11,697	\$ 50,697	
Task 5.3 - Funding Support During Construction	1	4	8		24				37	\$ 7,400	\$ 481	\$ 1,000		\$ -	\$ 1,481	\$ 8,881	
Task 6 - Prepare Berm Repair Bid Documents and Provide Bidding and Construction Period Services	4	40	0	92	112	12	64	40	364	\$ 72,900	\$ 4,732	\$ 5,600	\$ 25,400	\$ 2,540	\$ 38,272	\$ 111,172	
Task 6.1 - 90 percent submittal	1	16		40	40	8	40	24	169	\$ 33,300	\$ 2,197	\$ 300	\$ 5,400	\$ 540	\$ 8,437	\$ 41,737	
Task 6.2 - 100 percent design	1	8		20	24	4	24	16	97	\$ 18,600	\$ 1,261	\$ 300		\$ -	\$ 1,561	\$ 20,161	
Task 6.3 - ESDC	1	8		16	24				49	\$ 10,500	\$ 637	\$ 1,000		\$ -	\$ 1,637	\$ 12,137	
Task 6.4 - CM	1	8		16	24				49	\$ 10,500	\$ 637	\$ 4,000	\$ 20,000	\$ 2,000	\$ 26,637	\$ 37,137	
Task 7 - Optional Services	4	16	8	24	24		8	8	92	\$ 20,200	\$ 1,296	\$ 1,000	\$ 5,000	\$ 500	\$ 7,696	\$ 27,896	
Total Hours and Fee	55	172	64	524	384	44	144	112	1499	\$ 326,600	\$ 19,487	\$ 17,100	\$ 46,000	\$ 4,600	\$ 87,187	\$ 413,787	