

CITY OF MANTECA

Request for Proposals (RFP)

for

On-Call Materials Testing Services



Issued: March 11, 2026

Electronic Proposals Due: April 2, 2026 @ 5:00 p.m.

Request For Proposal
On-Call for Materials Testing Services

I. INTRODUCTION

The City of Manteca (“City”) is soliciting proposals for on-call materials testing services. Selection will be based on qualifications only. The City will develop a list of up to five (5) qualified vendors and negotiate a fixed scope and fee to be used across all vendor contracts to ensure fairness.

II. PROJECT AND SERVICES DESCRIPTION

A. PROJECT DESCRIPTION

The City from time to time, requires professional materials testing services associated with its management of development projects and capital improvement projects. Projects generally include: sampling of soil, aggregates, testing for sub-grade, sub-bases, native soil, base rock. Additional material testing for structural concrete pours involving head walls, cast cylinders, etc.

The term of this contract will be maintained for a period of three (3) years and based on performance can be extended for an additional two (2) years.

B. SERVICES

Services are anticipated to generally include, but are not limited to, the following:

- Material sampling
- Materials testing
- Testing reporting and associated calculations

C. DBE GOAL

There is no DBE goal for this project.

III. SCOPE OF SERVICES

The following summary of the scope of services is not inclusive and is only intended to be used as an indication of the minimum services to be provided. It is the City’s expectation that the Vendor shall include in their proposal all work necessary for providing the on-call materials testing services, and no future contract amendments are anticipated.

The following is a list of the City’s expectations and shall be incorporated into the Vendor’s contract.

Administrative/General Services

1. Attend review and coordination meetings (via phone or web meetings) with City staff as needed.

Request For Proposal
On-Call for Materials Testing Services

2. Be available to discuss testing results (via phone or web meetings) with City staff and/or applicants who have questions about results provided and answer technical questions.
3. Vendor must acknowledge all service requests within 24 hours and be able to mobilize personnel, equipment, and resources to perform field sampling, testing, or related services within seven calendar days of notification, unless otherwise approved by the City.
4. The Vendor shall coordinate directly with City inspectors to ensure that field technicians arrive on-site at the scheduled time and remain present for the duration of required sampling, testing, or inspection activities.
5. Provide monthly invoices which clearly indicate the service provided (invoice number, project address and/or type of service, applicable billing units, hours involved, and names who provided service).

Materials Testing

1. Vendor shall conduct each material testing in a timely manner and within time-frame guidelines agreed upon. Upon completion of each testing, the Vendor shall document findings and report back to the City.
2. Test of materials primarily for soil, earth, and concrete sampling of five (5) compression cylinders.
3. Prepare a daily log electronically and email a copy to City for review every 1 to 2 days. Provide photos and videos as necessary to document the field activities.
4. Return all phone calls from project management staff on the same business day.

Services shall generally fall under one or more of the following categories:

Soil and Earth Work

1. Test native soil and relative compaction of untreated and treated soils and aggregates
2. Perform field and laboratory compaction testing of subgrade, sub-bases, and aggregate base
3. Sample and test base rock for quality testing
4. Conduct sieve analysis, ASTM 1557 curves, R value, sand equivalent, durability index, and plasticity index testing for questionable soil imports

Structural Concrete Work

1. Test cast handle, storing, and perform compressive strength of casted concrete cylinders
2. Test for sampling fresh concrete
3. Test for making and curing concrete test specimens in the field
4. Test for slump and temperature of fresh Portland cement concrete
5. Perform field test and inspection of concrete pours, including head walls and other structural elements

Request For Proposal
On-Call for Materials Testing Services

6. Perform in-place density and compaction testing of asphalt concrete, including relative compaction and relative stability

IV. MATERIALS FURNISHED BY CITY

All software, data, reports, and other documents furnished to the Vendor by City for the Vendor's use in the performance of services shall be made available only for use in performing the assignment and shall remain the property of City. All such materials shall be returned to City upon completion of services, termination of the Agreement, or other such time as City may determine.

V. CONTRACT TYPE

A "Professional Services" agreement is expected to be issued for providing these services. Compensation to be paid to Vendor per project on an hourly basis, at the billing rates agreed upon, and shall not exceed the agreed upon total contract amount. Any services provided by the Vendor, which are not specifically covered by the Contract, will not be reimbursed. It is the Vendor's responsibility to recognize and notify City when services not covered under the Contract have been requested.

VI. PROPOSAL INSTRUCTIONS

Electronic Proposals will be accepted until 5:00 p.m., Pacific Time, on the due date. Electronic submittals shall be sent via email to the following:

Elizabeth Cha
Engineering Intern
City of Manteca – Engineering Department
1001 West Center Street, Suite E
Manteca, CA 95337
echa@manteca.gov

Copy: Somporn Boonsalat
Deputy Director
sboonsalat@manteca.gov

All proposals received after the deadline may be rejected. The City accepts no responsibility if delivery is made to another electronic mail address or other technological issues that cause a submittal to be late or not received by the deadline. No extensions will be granted.

Proposers shall include the following information in their proposals.

Request For Proposal
On-Call for Materials Testing Services

A. Cover Letter & Memoranda

Provide the following information:

- A. Identification of all proposed sub-vendors including description of the work to be performed by firm and each sub-vendor firm proposed for the project and an estimate of the percentage of work to be performed by each firm.
- B. Indicate the location of the office from which the work will be performed.
- C. Acknowledgement of any and all addenda.
- D. A signed statement by an officer of the firm authorized to bind the vendor contractually attesting that all information in the proposal is true and correct.
- E. A memorandum from a principal from each sub-vendor firm indicating the specific portion of services the sub-vendor will be performing.
- F. Shall contain a statement that proposals are firm offers for a 180 (one hundred eighty) day period.

B. Contract Termination Circumstances:

- A. Provide a response to the following question: Has your firm ever been terminated from a contract?
- B. If Vendor has been terminated from a contract, describe the facts and circumstances in detail, on a separate sheet.

C. Technical Proposal Content:

A. Qualifications, Related Experience, and References

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

- i. Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees.
- ii. Provide a general description of the firm's current financial condition; identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede ability to complete the project.

Request For Proposal
On-Call for Materials Testing Services

1. Proposers shall include the most recent US Securities and Exchange Commission (SEC) Form 10-K, Form 10-Q or equivalent document that would allow the City to assess the proposers financial condition. The form shall be included in electronic form on the flash drive.
- iii. Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and the participation in such work by the key personnel proposed for assignment to this project. Highlight the firm's and key personnel experience with federal aid construction management.
 1. Proposers shall include electronic copies of previous work on the flash drive that the proposer thinks best demonstrates their firm's previous experience as specified in this RFP.
- iv. Describe experience in working with the various government agencies that may have jurisdiction over the approval of the work specified in this RFP. Please include specialized experience and professional competence in areas directly related to this RFP.
- v. Provide a list of past work by the proposer and each sub-vendor, if applicable. The list should clearly identify the project and provide a summary of the roles and responsibilities of each party. A minimum of three (3) references shall be given. Furnish **verified** name, title, address, telephone number of the person(s) at the client organization who is most knowledgeable about the work performed and a brief description of services that have been provided similar to those described by the City for this project. References may also be supplied from other work not cited in this section as related experience.

B. Proposed Staffing and Project Organization

This section of the proposal should establish the method that will be used to manage the project as well as identify key personnel assigned. Specifically:

- i. Identify the person who is a registered Professional Engineer (PE) in the State of California that will oversee and/or perform the materials testing services. The City requests that the firm's proposed project team/staffing include a person to be registered as a Professional Engineer in the State of California, although it is not expected that the Vendor will be stamping test reports.
- ii. Furnish brief resumes [not more than two (2) pages each] for the proposed Project Manager and other key personnel.
- iii. Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment, and how long each person has been with the firm.

Request For Proposal
On-Call for Materials Testing Services

- iv. Include a project organization chart that clearly delineates communication/reporting relationships among the project staff, including sub-vendors.
- v. Include a statement that key personnel will be available to the extent proposed for the duration of the project, acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of City.

C. Work Plan

This section of the proposal shall provide a narrative that addresses the Scope of Services and shows understanding of the project needs and requirements. Specifically:

- i. Describe the approach and work plan for completing the tasks specified in the Scope of Services. The work plan shall be of such detail to demonstrate ability to accomplish the project objectives within the timeframes specified.
- ii. Outline sequentially the activities that would be undertaken in completing the tasks and specify who in the firm would perform them.
- iii. Identify methods that will be used to ensure quality control and schedule control for each material testing.
- iv. Vendors are encouraged to propose enhancements or procedural or technical innovations to the Scope of Services that do not materially deviate from the objectives.

D. Cost Proposal Content:

The Cost Proposal shall consist of an hourly rate/fee schedule for all personnel involved in providing the services, cost surcharge for notification within 24 hours, cost surcharge for notification within 72 hours, and shall be submitted along with, but separate file, from the Proposal. The file name shall be clearly marked with the following:

- *On-Call Materials Testing Services – “Vendors Name” Fee Schedule*

The Vendor’s cost proposal shall contain the following:

- i. The fee proposal shall be submitted for the services outlined in the Scope of Services and be consistent with the Work Plan submitted in the Vendor’s proposal. The consistency of tasks shown in the cost proposal, scope of work and the Work Plan should be developed to be easily identified and reconciled upon review by the City. The appearance of inconsistencies may deem a Proposal non-responsive, at the City’s discretion.

Request For Proposal
On-Call for Materials Testing Services

- ii. The Vendor's fee proposal shall identify the estimated price, laboratory test rates, and hourly rate schedules for all positions involved with the materials testing listed in the Scope of Services.
- iii. Prices for each materials testing shall include the following:
 - Travel time (including mileage charge, if any)
 - Pick up time for specimens
 - Laboratory testing
 - Report writing time
 - Secretary/administration time
 - Final report with engineer's stamp and signature

E. Contract Comments:

A sample contract is included in Attachment A and will be the basis for the contract between City and Vendor. Insurance requirements for professional services is included in Attachment B. All Proposals that include contract comments/proposed deviations **will be rejected** by the City.

F. Entire Proposal Package:

- A. The Vendor's proposal package is limited to 15 (8 ½" x 11") pages single-sided. Charts and schedules may be included in 11" x 17" format. Proposals shall not include any unnecessarily elaborate or promotional material. Page limit does not include the outside cover, section dividers, cover letters and sub-vendor commitment memorandum, or appendices. Proposals that do not contain the required information or submittals that do not contain the required number of copies may be rejected.

G. Changes:

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

H. Appendices:

Request For Proposal
On-Call for Materials Testing Services

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

VII. ACCEPTANCE OF PROPOSALS

The City reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals. The City reserves the right to withdraw or cancel this RFP at any time without prior notice and the City makes no representation that any contract will be awarded to any firm responding to this RFP. The City reserves the right to re-issue a new RFP for the same or similar services. The City reserves the right to postpone proposal openings for its own convenience. Proposals received by the City are public information and must be made available to any person upon request. Submitted proposals are not to be copyrighted.

VIII. VENDOR SELECTION

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

A. Rejections

All proposals will be reviewed to determine conformance with the RFP requirements. Any proposal that the City deems incomplete, conditional, or non-responsive to the requirements of the RFP may be rejected. As was stated above; the City reserves the right to reject any and all proposals as well.

B. The selection process shall be fair, open, and competitive.

C. The selection of the vendor firm will be based on clearly stated objectives.

D. Selection of vendors/firms shall be based upon demonstrated competence, professional qualifications, experience, and capabilities to perform the required services.

E. Selection Criteria

- Project Understanding (35 points). The proposal adequately demonstrates an understanding and approach in materials testing services for municipalities.
- Experience (50 points). The firm's expertise and professional qualifications with similar work. Qualifications of the firm and individuals assigned to perform the work.
- Specificity and Completeness of Response to Proposal (15 points).

IX. NEGOTIATIONS AND ENGAGEMENT

The final contract and Scope of Services will be negotiated.

Request For Proposal
On-Call for Materials Testing Services

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

X. CONFLICT OF INTEREST

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

XI. SCHEDULE FOR VENDOR SELECTION

The following is a tentative schedule and is subject to change:

Issue Request for Proposals	March 11, 2026
Deadline to Request Clarifications/Questions	March 26, 2026 5:00 p.m.
Q&A and/or Addenda Publication	March 30, 2026 5:00 p.m.
Proposals (including Cost Proposal) Due Date	April 2, 2026 5:00 p.m.
Evaluation of Proposals	April 6, 2026 (week of)
Select Vendor and Cost Negotiations	April 6, 2026 (week of)
Anticipated City Council Approval	April 21, 2026
Anticipated Notice to Proceed	May 2026

Address questions via email to:

Elizabeth Cha
Engineering Intern
echa@manteca.gov

All related questions and answers and any addenda will be published on the City's website:

<https://www.manteca.gov/business/request-for-proposals>

ATTACHMENT A
AGREEMENT FOR SERVICES

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

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

2. TERM OF AGREEMENT

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

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

3. COMPENSATION:

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

B. Said amount shall be paid within 30 days after satisfactory PROJECT progress and approval of the monthly billings by the CITY. Consultant shall furnish City with invoices for all expenses as well as for all materials authorized by this AGREEMENT. The invoices shall be submitted with the monthly billings.

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

4. TERMINATION:

A. This AGREEMENT may be terminated by either party, provided that the other party is given not less than fifteen (15) calendar days' written notice of intent to terminate.

B. The City may suspend this AGREEMENT, at no additional cost to City, provided that the Consultant is given written notice of temporary suspension. If City gives such notice of suspension, Consultant shall immediately suspend its activities under this AGREEMENT.

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

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

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

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

6. EXTENSIONS OF TIME:

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

7. PROPERTY OF CITY:

A. It is mutually agreed that all draft and final materials prepared by the Consultant under this AGREEMENT shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this AGREEMENT which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the City which is in the Consultant's possession.

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

8. COMPLIANCE WITH ALL LAWS:

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

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

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

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

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

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

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

10. SUBCONTRACTING:

None of the services covered by this AGREEMENT shall be subcontracted without the prior written consent of the City., which will not be unreasonably withheld. Consultant shall be fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

11. ASSIGNABILITY:

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

12. INTEREST IN AGREEMENT:

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

13. MATERIALS CONFIDENTIAL:

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

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

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

15. INDEMNITY AND LITIGATION COSTS:

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

16. CONSULTANT TO PROVIDE INSURANCE:

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

B. Prior to execution of this AGREEMENT and prior to commencement of any work, the Consultant shall furnish the City with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the AGREEMENT. The Consultant

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

1. Commercial General Liability Insurance.

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

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

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

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

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

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

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

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

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

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

Agreement for Services

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. MISCELLANEOUS PROVISIONS:

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

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

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

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

City:

City Contact
City Contact Title
City of Manteca
1001 W. Center St.
Manteca, CA 95337

Consultant:

Other Party Contact Name
Other Party Contact Title
Other Party Vendor Name
Other Party Address
Other Party Phone Number
Other Party Email

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

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

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

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

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

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

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

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

M. California Prevailing Wage Requirement Pursuant to California Labor Code sections 1720 through 1861, the Consultant, its Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR), if applicable. This includes work performed during the design, site assessment,

Agreement for Services

feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite. The most current prevailing wage determination can be found at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

Agreement for Services

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

CITY OF MANTECA:

CONSULTANT:

Toni Lundgren
City Manager

(Type name of Consultant/form of organization)*

ATTEST:

By: _____

(Signature)

Cassandra Candini-Tilton,
Director of Legislative Services

(Type name and title)

COUNTERSIGNED:

By: _____

(Signature)

Matthew Boring
Director of Finance

(Type name and title)

COUNTERSIGNED:

Address: _____

Stephanie Van Steyn,
Director of Human Resources

Telephone: _____

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT A

Consultant Proposal/Scope of Work

EXHIBIT B

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

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

CONSULTANTS

By: _____
[Title]

EXHIBIT C
Fee Schedule

ATTACHMENT B

**INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES**

EXHIBIT 1

Insurance Requirements for Professional Services

INSURANCE REQUIREMENTS

Consultants shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontractors.

Minimum Limits of Insurance: Coverage shall be at least as broad as:

Commercial General Liability

- Commercial General Liability Insurance with \$2,000,000 minimum limit per occurrence.
- If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Commercial General Liability Additional Insured Endorsement naming the following as insured **on 2001 or earlier issued endorsement forms:**
“City of Manteca, its officers, officials, employees, agents, and volunteers”.

Automobile Liability

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

- Automobile Liability Insurance with \$1,000,000 minimum limit per accident for bodily injury and property damage.
- Automobile Liability Additional Insured Endorsement naming the following as additional insured:
“City of Manteca, its officers, officials, employees, agents, and volunteers”.

Worker’s Compensation

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

Professional Liability (Errors and Omissions)

Insurance appropriate to the Contractor’s profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Manteca, its officers, officials, employees, agents and volunteers are to be covered as insured’s as respect to: liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance at least as broad as CG 20 10 and CG 20 37 if completed operations coverage is required.
2. For any claims related to this contract, the Consultant’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers, shall be excess of the Consultant’s insurance and shall not contribute with it.

3. The applicant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Manteca.

Verification of Coverage

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

Notice of Cancellation

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

Acceptability of Insurers

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

Waiver of Subrogation

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

Subcontractors

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

SPECIAL RISKS OR CIRCUMSTANCES

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