



**SPECIAL BOARD MEETING  
AGENDA PACKET**

**January 27, 2025**

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**Special Board Meeting - Monday, January 27, 2025, 1:00 p.m.**

**Carmichael Water District Board Room  
7837 Fair Oaks Boulevard  
Carmichael, CA 95608**

## **AGENDA**

The Board will discuss all items on its agenda, and may take action on any of those items, including information items and continued items. The Board will not take action on or discuss any item not appearing on the posted agenda, except: (a) upon a determination by a majority vote of the Board that an emergency situation exists; or (b) upon a determination by a two-thirds vote of the Board members present at the meeting, or, if less than two-thirds of the members of the Board are present, a unanimous vote of those members present, that the need to take immediate action became apparent after the agenda was posted. Agenda packets can be found at our website at [carmichaelwd.org](http://carmichaelwd.org).

*The Board of Directors welcomes and encourages participation in meetings. Public comment may be given on any agenda item as it is called and limited to three minutes per speaker. Matters not on the posted agenda may be addressed under Public Comment. Please follow Public Comment Guidelines found on the District's website at [carmichaelwd.org/public-comment-guidelines/](http://carmichaelwd.org/public-comment-guidelines/).*

In compliance with the Americans with Disabilities Act, if you have a disability and need a disability-related modification or accommodation to participate in this meeting, please contact the General Manager at 483-2452. Requests must be made as early as possible, and at least one full business day before the start of the meeting.

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### **CALL TO ORDER AND STATEMENT REGARDING PUBLIC PARTICIPATION: President Greenwood**

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### **ROLL CALL**

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### **PRESIDENTS COMMENTS**

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#### **PUBLIC COMMENT:**

##### **1. Public Comment**

Any member of the public may address the Board on any item of interest to the public that is within the subject matter jurisdiction of the Board.

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#### **ACTION CALENDAR:**

##### **2. La Vista Storage Tank and Booster Pump Station (BPS) Project – Amendment to a Professional Services Agreement (PSA) for Construction Management (CM) Services and a Budget Adjustment**

Staff recommends that the Board of Directors 1) Approve a budget amendment authorizing the General Manager to transfer \$700,000.00 from the 2019 COP Bond Proceed Fund to the La Vista Tank and Pump Station CIP Account (GL 10-011106-01-03); and 2) If item 1) is approved, authorize the General Manager to execute Amendment 1 of the Professional Service Agreement in the amount of \$643,070 with Toppel Consulting for optional Lessons Learned and Construction Management tasks and approve a contingency of \$56,930 (about 8.8%) for a total not-to-exceed amount contract amount of \$700,000.00.

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#### **INFORMATIONAL:**

##### **3. Strategic Plan Topics**

Discussion with Board of Directors and Consultant.

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**The next meeting of the Board of Directors will be a Regular Board Meeting held on:**

**Tuesday, February 18, 2025 at 6:00 p.m.**

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# MEMO

**TO:** Board of Directors

**FROM:** Greg Norris, Engineering Manager  
Cathy Lee, General Manager

**RE:** La Vista Storage Tank and Booster Pump Station (BPS) Project – Amendment to a Professional Services Agreement (PSA) for Construction Management (CM) Services and a Budget Adjustment

**DATE:** January 24, 2025

## BACKGROUND

The District's La Vista Tank and Booster Pump Project has been idle since April 2024 due to a dispute with the contractor (KKI). Earlier in 2024, the Board directed staff to hire a construction management expert to assist in developing a path forward to complete the project. In response, staff distributed a Request for Proposal (RFP) (see Attachment 1) to three Construction Management expert firms (Toppel Consulting, Vanir Construction Management, and The Handen Co) to develop a cost estimate for completing the project, recommending a path forward, and to provide CM assistance once construction would resume. The results of the three responses from each company are summarized in the following table:

Company	Fee Estimate for Cost Estimate (\$)	Fee Estimate for Construction Management (\$)
Toppel Consulting	50,320	125,280
Vanir Construction Management	66,800	NR
The Handen Co.	NR	NR

NR=No Response

The proposal from Toppel Consulting was determined to be the best response based the criteria for selection as described in the RFP as complete, cost, and qualifications (see Attachment 2). The District subsequently awarded Toppel Consulting an agreement for \$50,320 (see Attachment 3) under the General Manager's authority as this was a preliminary task to gather information to keep the project going. The day-to-day construction management was put on hold based on future decisions surrounding the dispute.

Since the time that the agreement was awarded, Toppel Consulting has provided the District a cost estimate of approximately \$4.6M to complete the project using a new contractor. This estimated cost for a new contractor will be used to help determine if the District should: 1) pursue KKI returning to finish the project; 2) rebid the remaining work to use a different contractor to finish for \$4.6M while settling with KKI, or 3) continue litigation with KKI. Litigation is costly with unpredictable outcome and the Board provided direction to staff on how to move forward.

Currently, the District is in negotiation with KKI to complete an agreement for returning to work. The Terms and Conditions of the agreement are being reviewed by the District's and contractor's legal counsels. In addition, Toppel Consulting has begun analyzing project documents to determine the District's exposure and to develop a lessons learned review, all of which to assist the District in identifying a path forward. No matter which path forward, the District objective is to move the project to completion in a reasonable amount of time.

## **SUMMARY**

To prepare for moving ahead with construction, the District anticipates Construction Management assistance before and during the construction phase. The type of Technical Assistance prior to construction will depend on which of the three paths the District ultimately moves forward with. Types of assistance could include developing and approving schedules, reviewing project documents including RFIs, providing CM training to CWD staff, and reviewing Bids or Terms and Conditions. The pre-construction assistance will be at the District's discretion and be specified as optional to be exercised on an as-needed basis. Assistance during the construction phase includes, but is not limited to, reviewing submittals and RFIs, day-to-day correspondence, daily reports, change orders, and schedule analysis.

To perform the needed CM assistance, Toppel Consulting has provided a fee estimate and task breakdown in tabular form. The fee estimate shows a cost of \$51,360 for Project Review/Lessons Learned task and \$591,710 for CM assistance and related tasks during a 12-month construction period for a total amount of \$643,070 (see Attachment 4).

## **FINANCIAL IMPACTS**

Due to work stopping in April 2024 with no re-start date identified, there were no funds allocated in the FY24-25 Budget for the La Vista CIP Project. A budget amendment of \$643,070 is needed to authorize funding to cover the estimated costs for the pre-construction assistance and CM work during construction.

To fund this request, Staff proposes the use of the 2019 COP Bond Proceeds Fund. If use of the bond proceeds is approved, there would be no fiscal impacts or change to the overall FY 24-25 budget.

<b>GL Account</b>	<b>Project</b>	<b>Current Budget</b>	<b>Change/Adjust</b>	<b>Final budget</b>
10-011106-01-03	La Vista Tank Booster Pump Station (BPS) Project	\$ 0	\$ 700,000	\$ 700,000
<b>Total</b>		<b>\$ 0</b>	<b>\$ 700,000</b>	<b>\$ 700,000</b>

## **RECOMMENDATION**

Staff recommends that the Board of Directors:

- 1) Approve a budget amendment authorizing the General Manager to transfer \$ 700,000 from the 2019 COP Bond Proceed Fund to the La Vista Tank and Pump Station CIP Account (GL 10-011106-01-03); and
- 2) If item 1) is approved, authorize the General Manager to execute Amendment 1 of the Professional Service Agreement in the amount of \$643,070 with Toppel Consulting for optional Lessons Learned and Construction Management tasks and approve a contingency of \$56,930 (about 8.8%) for a total not-to-exceed contract amount of \$700,000.

## **ATTACHMENT(s)**

1. RFP for CM Assistance
2. Toppel Consultant's Proposal and Fee Estimate for RFP.
3. CWD Agreement with Toppel Consultants.
4. Toppel Consultant's Fee Estimate for proposed Amendment 1.
5. Draft Amendment One (1) to Professional Services Agreement between CWD and Toppel Consulting, Inc.

## CARMICHAEL WATER DISTRICT

### REQUEST FOR PROPOSAL CONSTRUCTION MANAGEMENT SERVICES FOR COMPLETION OF THE LA VISTA TANK AND BOOSTER PUMP STATION PROJECT

#### **1) PURPOSE OF RFP**

The purpose of this Request for Proposal (RFP) is for the District to retain Construction Management services to evaluate the status of the La Vista Tank and Booster Pump Station Project and to recommend a path for completion. The project is located in Carmichael, Sacramento County, California.

#### **2) SCOPE OF SERVICES**

##### **a) Recommendation**

- i) Consultant to review the project's current plans and specifications and briefly outline the three alternatives with pros and cons for completing the project as follows: 1) District manages the remaining work itself with multiple contracts with different contractors as necessary to complete the different aspects of the job; 2) District relies on Surety Company to manage the completion of the project; 3) District negotiates new contract with original contractor to complete the remaining work. From the three alternatives, the consultant will recommend an alternative and support that recommendation with enough detail to fully demonstrate why it is the best alternative in terms of cost and completion time.
- ii) The recommended alternative shall consider the approved design by Kennedy Jenks, approved change orders, RFI responses, and the portions of the project already installed.

##### **b) Cost Estimate**

- i) Consultant to provide a detailed Engineer's Opinion of Probable Construction Cost (EOPCC) to complete the project from its current status. The EOPCC may use the original Bid Schedule or a proposed new Bid Schedule to arrive at a total estimated cost for construction.

##### **c) Critical Path Method (CPM) Schedule**

- i) Consultant to review current CPM schedule and determine a reasonable completion time in days.

#### **3) MINIMUM PROPOSAL REQUIREMENT**

The proposal shall include the following minimum information:

##### **a) Transmittal Letter**

- i) Please limit the transmittal letter to one page and include the following information:
  - (1) A brief statement of your understanding of the scope of services to be performed.
  - (2) Provide a short narrative on your approach to accomplish this work as described in Section 2.
  - (3) A commitment to perform the services within the time period specified within the proposal.
  - (4) A statement that the firm has the capability and available resources to perform the work. The statement shall also indicate that the proposal is valid for 90 days.
  - (5) The name of the persons authorized to represent the proposing firm, their title, address, and telephone number.

##### **b) Qualifications**

- i) The proposal shall provide a Resume for the Project Manager or company Point of Contact.

##### **c) Project Costs**

- i) Provide a Fee Estimate in tabular form that estimates team project hours by individual, cost, schedule, and billing rate schedule for the project team.

#### 4) GENERAL REQUIREMENTS

##### a) Proposal Due Date

The District would like all proposals submitted by Close of Business on August 30, 2024. A paper copy may be submitted at:

7837 Fair Oaks Blvd.  
Carmichael, CA 95608.

Or an electronic copy may be sent to:

Engineering@carmichaelwd.org

##### b) Inquiries

Inquiries concerning this RFP should be made to:

Greg Norris, PE-Engineering Manager,  
Engineering@carmichaelwd.org

#### 5) EVALUATION CRITERIA AND SELECTION PROCESS

##### a) Selection and Evaluation Process

- i) District management staff will review the proposals submitted by various firms. All proposals will be evaluated uniformly for the final selection, which will be based on analysis of the qualifications and proposals.
- ii) The District's intent is to award the construction management services agreement to the firm that is the most responsive to the RFP and in a manner that provides the most benefit to the District.

##### b) Clarification of Proposals

- i) The District reserves the right to obtain clarification of any point in regards to a proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a proposer to respond to such request for additional information or clarification could result in rejection of their proposal.

##### c) Rejection and Acceptance of RFP Conditions

- i) The District reserves the right to reject any or all proposals.
- ii) The District accepts no responsibility for the cost of proposal preparation. The District reserves the right to retain all proposals submitted and to use any idea in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions in this RFP unless clearly and specifically noted in the proposal submitted.

#### 6) PROPOSAL COSTS

All costs associated with the preparation of proposal shall be the sole responsibility of the proposing firm and shall not be chargeable in any manner to the District.

#### 7) ATTACHMENTS

- A. Professional Services Agreement-The selected consultant must sign an agreement similar to the attached example below.

**Attachment A**  
**CARMICHAEL WATER DISTRICT**  
**PROFESSIONAL SERVICES AGREEMENT**

This Consultant and Professional Services Agreement ("Agreement") is made as set forth below, by and between **Carmichael Water District**, ("District"), and **TBD (Fill in Consultant)**, ("Consultant"), who agree as follows:

**1. Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide professional services to District as specified in Exhibit A, entitled "Consultant's Scope of Work" ("Services") including schedule, personnel, and payment.

**2. Payment.** District shall pay Consultant for Services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit A, for a not to exceed amount of **TBD \$**(fill in amount).

**Invoices.** Consultant will submit monthly invoices for services rendered and District will make prompt payments in response to Consultant's invoices. Items shall be separated into Services and Reimbursable Expenses. Consultant shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of no less than one quarter (1/4) hours. District shall pay invoices within thirty (30) calendar days after receipt, if the services specified in the invoice have been satisfactorily completed. Reimbursable Expenses shall be limited to actual expenditures of Consultant for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by District. Billings that do not conform to the format outlined above shall be returned to Consultant for correction. District shall not be responsible for delays in payment to Consultant resulting from Consultant's failure to comply with the invoice format described above.

Consultant will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by District's auditors upon request.

If District disputes any items in Consultant's invoice for any reason, including the lack of supporting documentation, District may temporarily delete the disputed item and pay the remaining amount of the invoice. District will promptly notify Consultant of the dispute and request clarification and/or correction. After any dispute has been settled, Consultant will include the disputed item on a subsequent, regularly scheduled invoice or on a special invoice for the disputed item only.

**Taxpayer Identification Number.** Consultant shall provide District with an IRS Form W-9, Request for Taxpayer Identification Number and Certification, containing an original signature and any other State or local tax identification number requested by District.

**3. Facilities and Equipment.** Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing Services pursuant to this Agreement.

**4. Indemnification.** To the extent permitted by law, Consultant shall hold harmless, defend at its own expense, and indemnify Carmichael Water District ("District"), its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from all acts or omissions of Consultant or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from District's sole negligence or willful acts.

**5. Insurance Requirements.** Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages 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 sub-contractors.

**Liability Insurance** - The Consultant shall provide and maintain at all times during the performance of the work under this agreement, the following commercial general liability, professional liability and automobile liability insurance:

**Coverage** - Coverage shall be at least as broad as the following:

Coverage for Professional Liability appropriate to Consultant's profession covering Consultant's wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least five (5) years after the completion of the contract work. Consultant shall purchase a five-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)

Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)

**Limits** - Consultant shall maintain limits no less than the following:

Professional Liability - Two million dollars (\$2,000,000) per claim and annual aggregate.

General Liability - Two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to Carmichael Water District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

Excess Liability (if necessary) - The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the District (if agreed to in a written contract or agreement) before District's own primary or self-insurance shall be called upon to protect it as a named insured

**Required Provisions** - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

District, its directors, officers, employees, and authorized volunteers are to be given insured status at least as broad as ISO endorsement CG 2010 11 85; or both CG 20 10 10 01 and CG 20 37 04 13 (or the CG 20 10 04 13 (or earlier edition date) specifically naming all of the District parties required in this agreement, or using language that states "as required by contract"). All Sub-Consultants hired by Consultant must also have the same forms or coverage at least as broad; as respects (via CG 20 38 04 13): liability arising out of activities performed by or on behalf of Consultant; and premises owned, occupied or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to District, its directors, officers, employees, or authorized volunteers.

For any claims related to this project, Consultant's insurance shall be primary insurance as respects District, its directors, officers, employees, or authorized volunteers. Any insurance, self-insurance, or other

coverage maintained by District, its directors, officers, employees, or authorized volunteers shall not contribute to it using the ISO endorsement CG 20 01 04 13 or coverage at least as broad.

Any failure to comply with the reporting or other provisions of the policies including breaches and warranties shall not affect coverage provided to District, its directors, officers, employees, or authorized volunteers.

Consultant'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.

Such liability insurance shall indemnify Consultant and his/her sub-consultants against loss from liability imposed by law upon, or assumed under contract by, the Consultant or his/her sub-consultants for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, and completed operations liability.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to District. All of the insurance shall be provided on policy forms and through companies satisfactory to District.

**Workers' Compensation and Employer's Liability Insurance** - Consultant and all sub-consultants shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their employees employed directly by them or through sub-consultants in carrying out the work contemplated under this contract, all in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Consultant shall provide employer's liability insurance with limits of no less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in the favor of District for all work performed by Consultant, its employees, agents and sub-Consultants.

**Deductibles and Self-Insured Retentions** - Insurance deductibles or self-insured retentions must be declared by Consultant, and such deductibles and retentions shall have the prior written consent from District. At the election of District, Consultant shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the First Named Insured.

**Acceptability of Insurers** - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by District.

**Evidences of Insurance** - Prior to execution of the agreement, Consultant shall file with District a certificate of insurance (Acord Form 25 or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative and evidence of waiver of rights of subrogation against District (if builder's risk insurance is applicable). Such evidence shall also include (1) attached additional insured endorsements with primary & non-contributory wording, (2) Workers' Compensation waiver of subrogation, and (3) a copy of the CGL declarations or endorsement page listing all policy endorsements, and confirmation that coverage includes or has been modified to include Required Provisions above. The District reserves the right to obtain complete, certified copies of all required insurance policies, at any time. Failure to continually satisfy the Insurance requirements is a material breach of contract.

Consultant shall, upon demand of District, deliver to District such policy or policies of insurance and the receipts for payment of premiums thereon.

**Continuation of Coverage** - If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to District at least ten (10) days prior to the expiration date. Consultant shall provide five (5) year tail on Professional Liability Coverage.

**Sub-Consultants** - In the event that the Consultant employs other consultants (sub-consultants) as part of the services covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

**Payment Withhold** - In addition to all other rights and remedies available to District, including terminating this Agreement, District may withhold payments to Consultant if the certificates of insurance and endorsements required above are canceled or Consultant otherwise ceases to be insured as required herein.

**6. Safety.** Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements. Consultant shall immediately report (as soon as feasible) to District any accident or other occurrence causing injury to persons or property during the performance of this Agreement.

**7. Conflict of Interest.** Consultant warrants and represents that to the best of its knowledge, there exists no actual or potential conflict between Consultant's family, business, real property or financial interests and the Services to be provided under this Agreement. If District has adopted a Conflict of Interest Policy, Consultant agrees to comply with such Policy, and agrees not to enter into any contract or agreement during the performance of this Agreement which will create a material conflict of interest with its duties to District under this Agreement. In the event of a change in Consultant's family, business, real property or financial interests occurs during the term of this Agreement that creates an actual or potential conflict of interest, Consultant shall promptly disclose such conflict in writing to District.

**8. Independent Contractor.** Consultant is an independent contractor. Neither Consultant nor any of Consultant's officers, employees, agents or subcontractors, if any, is an employee of District by virtue of this Agreement or performance of any Services pursuant to this Agreement. District shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, District shall not have the right to control the means by which Consultant accomplishes services pursuant to this Agreement.

**9. Licences.** Consultant represents and warrants to District that all consultant services shall be provided by a person or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that Consultant has all the permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to District that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession.

**10. Standard of Performance.** Consultant shall provide products and perform all services required pursuant to this Agreement in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by a member of Consultant's profession currently practicing in California.

Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation applicable federal, state, and local laws and regulations, and all other contingencies or considerations.

Consultant's responsibilities under this section shall not be delegated. Consultant shall be responsible to District for acts, errors, or omissions of Consultant's subcontractors.

Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by District, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether Consultant is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the District of any responsibility, professional or otherwise, for the work, and shall not relieve Consultant of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Consultant.

**11. Force Majeure.** Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by any cause by circumstances beyond either party's reasonable control, such as war, riots, strikes, lockouts, work slowdown or stoppage, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts.

In the event that Consultant is unable to meet the completion date or schedule of services, Consultant shall inform the District Representative of the additional time required to perform the work and the District Representative may adjust the schedule in his or her reasonable discretion.

**12. Time is of the Essence.** Time is of the essence in this Agreement. Any reference to days means calendar days, unless otherwise specifically stated.

**13. Personnel.** Consultant agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement.

Consultant will identify in writing the individuals who will be providing the Services as specified in Exhibit A due to their unique expertise and depth and breadth of experience. In such case, there shall be no change in the personnel so identified by Consultant without the prior written approval of the District Representative. Any substitutes shall be persons of comparable or superior expertise and experience.

**14. Consultant Not Agent.** Except as authorized under this Agreement or as District may authorize in a letter of authorization signed by the General Manager or their designee, Consultant shall have no authority, express or implied to act on behalf of District in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, under this Agreement, to bind District to any obligation whatsoever.

**15. Term.** The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until the Expiration Date unless terminated earlier or extended pursuant to the terms of this Agreement.

**16. Termination or Abandonment by District.** District has the right, at any time and in its sole discretion, to immediately terminate or abandon any portion or all of the services to be provided under this Agreement by giving notice to Consultant. Upon receipt of a notice of termination, Consultant shall perform no further work except as specified in the notice. Before the date of termination, Consultant shall deliver to District all work product, whether completed or not, as of the date of termination and not otherwise previously delivered.

District shall pay Consultant for services performed in accordance with this Agreement before the date of termination. If this Agreement provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance

schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by District and Consultant for the portion of work completed in conformance with this Agreement before the date of termination. In addition, District will reimburse Consultant for authorized expenses incurred and not previously reimbursed. District shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

**17. Products of Consulting Services.** The work product, including without limitation, all writings, work sheets, reports, recordings, drawings, files, detailed calculations and other work products, whether complete or incomplete, of Consultant resulting from Services rendered pursuant to this Agreement, shall become the property of District. Consultant agrees that all copyrights which arise from creation of the work under this Agreement shall be vested in District and waives and relinquishes all claims to copyright or other intellectual property rights in favor of District. District acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Consultant makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

Documents submitted to District in electronic format shall be formatted according to specifications provided by District, or if not otherwise specified, in Microsoft Word, Excel, PowerPoint or other Microsoft Office Suite format as appropriate for the particular work product, or, if directed by District Representative in Adobe Acrobat PDF format.

**18. Successors and Assigns.** All terms, conditions, and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this section is intended to affect the limitation on assignment.

**19. Notices.** All notices or instruments required to be given or delivered by law or this Agreement shall be in writing and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified mail, postage prepaid, addressed to representatives:

District:                   Cathy Lee  
                                 General Manager  
                                 Carmichael Water District  
                                 7837 Fair Oaks Boulevard  
                                 Carmichael, CA 95608

Consultant:               TBD -[insert name]  
                                 [insert title]  
                                 [insert firm/consultant]  
                                 [insert address]  
                                 [City, CA Zipcode]

Notices served as specified above shall be effective upon receipt thereof, provided that, in the case of mailed notice, notices shall be effective on the third (3<sup>rd</sup>) business day after proper mailing if delivery is refused or rejected. Any party may change its address for receiving notices by giving written notice of such change to the other party in accordance with this section.

**20. Integration Clause.** This Agreement, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. This Agreement shall not be amended or modified except by a written agreement executed by each of the parties hereto.

**21. Severability Clause.** Should any provision of this Agreement ever be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable.

**22. Law Governing.** This Agreement shall in all respects be governed by the law of the State of California without regard to its conflicts of law rules. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of Sacramento County in the State of California or in the United States District Court, Eastern District of California, Sacramento, California, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

**23. Waiver.** Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

**24. Ambiguity.** The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

**25. Gender.** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

**26. Headings.** The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

**27. Compliance with Laws.** Consultant will comply with all applicable federal, state and local statutory and regulatory requirements in performance of all services under this Agreement.

**28. Confidentiality of District Information.** During the performance of services under this Agreement, Consultant may gain access to and use District information regarding, but not limited to, procedures, policies, training, operational practices, and other vital information (hereafter collectively referred to as "District Information") which are valuable, special and unique assets of the District. Consultant agrees that it will not use any information obtained as a consequence of the performance of services under this Agreement for any purpose other than fulfillment of Consultant's scope of work, to protect all District Information and treat it as strictly confidential and proprietary to District, and that it will not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any District Information to any third party, other than its own employees, agents or subcontractors who have a need for the District Information for the performance of services under this Agreement, without the prior written consent of District, or as required by law.

Consultant shall treat all records and work product prepared or maintained by Consultant in the performance of this Agreement as confidential.

A violation by Consultant of this section shall be a material violation of this Agreement and will justify legal and/or equitable relief.

Consultant's obligations under this section shall survive the completion of services, expiration or termination of this Agreement.

**29. News and Information Release.** Consultant agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from District through the District Representative.

**30. Counterparts.** The parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

**31. Facsimile Signature; Electronic Signature.** This Agreement shall be binding upon the receipt

of facsimile signatures or e-mailed by PDF or otherwise. Any person transmitting his or her signature by facsimile or electronically shall promptly send an original signature to the other party pursuant to the notice provision of this Agreement. The failure to send an original shall not affect the binding nature of this Agreement.

**32. Authority.** The person signing this Agreement for Consultant hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Consultant.

**33. Exhibits.** The following exhibits are attached hereto and incorporated herein by reference:

Exhibit A, entitled "Consultant's Scope of Work," including any attachments.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year shown below the name of each of the parties.

TBD -FIRM/CONSULTANT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DATE: \_\_\_\_\_

CARMICHAELWATER DISTRICT,  
a special district duly formed and  
existing under the laws of the State of  
California

By: \_\_\_\_\_

Name: Cathy Lee

Title: General Manager

DATE: \_\_\_\_\_

## TOPPEL CONSULTING, INC.

450 Knollwood Drive  
Auburn, CA 95603  
(530) 305-8724

August 30, 2024  
Greg Norris  
7837 Fair Oaks Blvd  
Carmichael, CA 95608

Dear Greg:

Please find our response to the RFP for Construction Management Services for the La Vista Tank and Booster Pump Station Project.

We are delivering to you a very strong and experienced team and believe that we are the best candidates for this project based on the requested services.

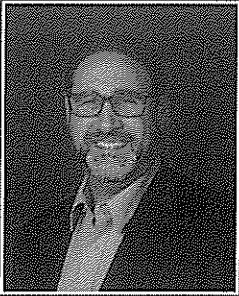
- **Completion Recommendations**
  - Along with the three requested options Toppel Consulting will review additional alternatives and prepare recommendations for review. To accomplish this Toppel Consulting will rely on its' vast experience with projects that were behind schedule and that were about to go into a claim situation or projects that were in claim and needed assistance in completion.
- **Cost estimate**
  - To provide the Engineer's Opinion of Probable Construction Cost (EOPCC), Toppel Consulting will engage with contractors that specialize in projects with similar scope and size. This will enable the estimate to be created based on the current market value.
- **Critical Path Method (CPM) Schedule**
  - Toppel Construction will review the last submitted contractor's schedule, but it will prepare a separate completion schedule based on the selected completion recommendation and the EOPCC.
- **Proposal Commitment and Capability**
  - Toppel Consulting has the resources and capability to perform the services within the specified proposal timeframe.
  - The proposal is valid for a period of 90 days from the date of submission.
- **Qualifications**
  - Main point of contact:
    - Brian Toppel-CEO
    - [brian@toppelconsulting.com](mailto:brian@toppelconsulting.com)
    - (530) 305-8724
  - See attached resume for the team members that will be assigned to the project.
- **Project Cost**
  - See Attachment A for cost proposal breakdown.

We are very excited to be associated with this project and look forward to building a relationship with you and your staff for not only this project but for many projects to come.

Sincerely,

Toppel Consulting, Inc.

Brian Toppel, CEO



## BRIAN TOPPEL- CEO

Brian Toppel has over 30 years of experience working with multiple ENR top 500 Contractors, Municipalities and Institutions assisting them in the construction of multi-million-dollar projects.

### PROJECT EXPERIENCE

#### Civil/Industrial

- San Mateo Wastewater Treatment Plant- Package III
- Harvest Water, Elk Grove Transmission Pipeline Segment 2
- Garnet Valley Wastewater System- Las Vegas Blvd Sewer Interceptor
- Zone 7 COL PFAS Treatment Facility
- Phase 3 Telsa Surge
- Vallejo Flood and Wastewater Treatment Plant
- East Bay Municipal Utility District- East of Hill Improvement

#### Municipalities

- City of Sacramento- Fairbairn Water Treatment Plant
- City of Sacramento-Sacramento Convention Center Ballroom B Upgrades
- City of Sacramento- North Natomas Community Center and Aquatic Complex
- City of Sacramento- Sacramento Convention Center Expansion and Renovation
- Newcastle Fire District- Fire Station Replacement, Newcastle, CA

#### Healthcare

- UC Davis Health- 48X Surgical Ambulatory Facility- Sacramento CA
- Sutter Gould Medical Foundation – MOB Replacement Facility –Modesto, CA
- Lodi Memorial Hospital –Patient Tower Addition and Central Plant Upgrade
- San Joaquin Mental Health Services –Stockton, CA
- Sutter Roseville Hospital – Roseville, CA

#### Student Housing

- University of California Davis Emerson Hall, Davis, CA -734 beds
- University of California Davis Webster Hall, Davis, CA -361 beds
- University of California Davis Tercero Housing, Phase III, Davis, CA - 1186 beds
- University of California Davis Tercero Housing, Phase IV, Davis, CA – 471 beds
- California State University Sacramento Student Housing, Sacramento, CA – 600 beds

#### Education

- UC Davis Health and Wellness Center, Davis, CA
- UC Davis Mondavi Performing Arts Center, Davis, CA
- UC Davis Segundo Dining Commons, Davis, CA
- UC Davis Memorial Union and Bookstore, Davis, CA
- UC Davis Mondavi Performing Arts Center Exterior Renovation, Davis, CA
- UC Davis Health and Wellness – Davis, CA
- UC Davis Segundo Student Services, Davis, CA
- UC Davis Health and Wellness – Davis, CA
- UC Davis Veterinary Medical Building 3A, Davis, CA
- UC Davis Dutton Hall Project, Davis, CA
- UC Davis Mondavi Performing Arts Center Original Construction, Davis, CA

Bachelor of Science,  
Engineering  
Technology,  
Construction  
Management,  
California State  
University  
Sacramento,  
Sacramento, CA,

Minor, Business  
Administration,  
California State  
University  
Sacramento,  
Sacramento, CA

#### REGISTRATION / CERTIFICATION

Army Corps of  
Engineers QA/QC  
Training

OSHA 10

#### YEARS OF EXPERIENCE

31



## ADAM BOJE- Senior Construction Manager

Adam Boje has over 20 years of experience working with multiple Contractors, Municipalities/Districts and Institutions assisting them in the construction of multi-million-dollar projects.

### PROJECT EXPERIENCE

#### Multifamily

- Onluck Chinese Nursing Home, Donvale, Victoria, Australia- 104 rooms

#### Self Storage

- Wells Self Storage Facility, Modesto, CA-650 Units
- Fairfield Self Storage Facility, Fairfield, CA-420 Units

#### Civil/Industrial

- Cepheid Building 3 Tenant Improvement- Lodi, CA

#### Municipalities

- Southgate Recreation and Parks District- Aquatic Center
- Lodi Unified School District- M&O Facility
- New Gisborne- New Fire Station, New Gisborne, Victoria, Australia
- Mickleham New Fire Station, Mickleham, Victoria, Australia

#### Laboratory

- Cepheid Building 1 Bathroom and Conference Room Upgrades- Lodi, CA

#### Education

- Lodi Unified School District- Swimming Pool and Lockers, Lodi, CA
- Hume Central College K-12, Broadmeadows, Victoria, Australia
- Westmeadows Primary School Gymnasium, Westmeadows, Victoria, Australia
- Dallas Primary School Multipurpose Room, Dallas, Victoria, Australia
- Leongatha Secondary College Performing Arts Center, Leongatha, Victoria, Australia
- Glenroy College Secondary College, Glenroy, Victoria, Australia
- Rosburgh Park Primary School Mutlipurpose Room, Roxburgh Park, Victoria, Australia
- Seymour Secondary College Science and Arts, Seymour, Victoria, Australia

### EDUCATION

Diploma of Building and Construction, Construction Management, Victoria University Newport, Victoria, Australia

### REGISTRATION / CERTIFICATION

First Aid

OSHA 30

### YEARS OF EXPERIENCE

20

- California State University Sacramento Recreation and Wellness Center, Sacramento, CA
- California State University Sacramento Broad Athletic Facility, Sacramento, CA
- Folsom Lake College Bookstore / Cafeteria, Folsom, CA

#### Multifamily

- Eviva Midtown, Sacramento, CA – 117 units
- 16 Powerhouse, Sacramento, CA – 50 units
- Foothill Farms Senior Housing, Sacramento, CA – 138 units
- The Preserve at Marin, Corte Madera, CA – 126 units

#### Hospitality

- Courtyard by Marriott, Redwood City – 177 rooms
- Springhill Suites by Marriott, Belmont – 168 rooms
- Hyatt Place Hotel, Riverside, CA – 129 rooms
- Hampton Inn & Suites, Salinas, CA – 105 rooms
- Hampton Inn, Union City, CA – 90 rooms

# TOPPEL CONSULTING, INC.

ATTACHMENT A  
**LA VISTA TANK AND BOOSTER PUMP STATION**  
**Proposal for Pre-Construction and Construction Management Services**

DESCRIPTION	CM	TOTAL HOURS	RATE	TOTAL COST	NOTES
<b>PRECONSTRUCTION</b>					
Brian Toppel	BT	144	\$240	\$34,560	
Adam Boje	AB	80	\$197	\$15,760	Assumes October 2024 Start
<b>SERVICES</b>					
Review Project Documentation					
Prepare Recommendations Based on the 3 Proposed Options for Completion					
Prepare Engineer's Opinion of Probable Construction Cost (EPOCC)					
Review Existing Schedule and Prepare Completion Schedule Based on the Selected Completion Option					
<b>SUBTOTAL FOR PRECONSTRUCTION</b>		224		<b>\$50,320</b>	
<b>CONSTRUCTION MANAGEMENT</b>					
Provide construction management, Day to Day correspondence, Daily Reports, Change Order and Schedule Analysis.	AB	480	\$197	\$94,560	Assumes 30 hrs per week for a 4-Month Duration. All site visits have a 4 hr minimum charge.
<b>MAIN OFFICE</b>					
Executive Management -Brian Toppel	BT	128	\$240	\$30,720	Assumes 8hrs per week
<b>SUBTOTAL PROPOSAL FOR CM SERVICES</b>		608		<b>\$125,280</b>	
<b>TOTAL FOR ALL SERVICES</b>				<b>\$175,600</b>	

BT =Brian Toppel - Principal- \$240/Hr

AB=Adam Boje - Senior Construction Manager- \$197/Hr

NOTE: ALL REIMBURSABLE COSTS FOR , PRINTING, MILEAGE, ETC. SHALL BE BILLED SEPARATELY

Proposal is valid for 90 Days

Submitted By: Brian Toppel

CEO

**Carmichael Water District**  
**Services Agreement**

This Agreement is entered into as of the date last signed and dated below by and between **Carmichael Water District** ("District"), and **Toppel Consulting, Inc.** ("Consultant"), who agree as follows:

**1 Scope of Work**

Consultant shall perform the work and render the services described in the attached Exhibit A (the "Work"). Consultant shall provide all labor, services, equipment, tools, material and supplies required or necessary to properly, competently and completely perform the Work. Consultant shall determine the method, details and means of doing the Work.

**2 Payment**

2.1 District shall pay to Consultant a fee based on:

Consultant's time and expenses necessarily and actually expended or incurred on the Work in accordance with Consultant's proposal in the attached Exhibit A.

The total fee for the Work shall not exceed (One Hundred Seventy-Five Thousand Six Hundred Dollars) \$50,320. There shall be no compensation for extra or additional work or services by Consultant unless approved in advance in writing by District. Consultant's fee includes all of Consultant's costs and expenses related to the Work.

2.2 At the end of each month, Consultant shall submit to District an invoice for the Work performed during the preceding month for review and approval. The invoice shall include a brief description of the Work performed, the dates of Work, number of hours worked and by whom (if payment is based on time), payment due, and an itemization of any reimbursable expenditures. If the Work is satisfactorily completed and the invoice is accurately computed, District shall pay the invoice within 30 days of its receipt.

**3 Term**

3.1 This Agreement shall take effect on the above date and continue in effect until completion of the Work, unless sooner terminated as provided below. Time is of the essence in this Agreement. If Exhibit A includes a Work schedule or deadline, then Consultant must complete the Work in accordance with the specified schedule or deadline, which may be extended by District for good cause shown by Consultant. If Exhibit A does not include a Work schedule or deadline, then Consultant must perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

3.2 This Agreement may be terminated at any time by District upon 10 days advance written notice to Consultant. In the event of such termination, Consultant shall be

fairly compensated for all work performed to the date of termination as calculated by District based on the above fee and payment provisions. Compensation under this section shall not include any termination-related expenses, cancellation or demobilization charges, or lost profit associated with the expected completion of the Work or other such similar payments relating to Consultant's claimed benefit of the bargain.

#### **4 Professional Ability of Consultant**

4.1 Consultant represents that it is specially trained and experienced, and possesses the skill, ability, knowledge and certification, to competently perform the Work provided by this Agreement. District has relied upon Consultant's training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Consultant shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in Consultant's field.

4.2 The following individuals are designated as key personnel and are considered to be essential to the successful performance of the work hereunder: Brian Toppel, CEO and Adam Boje, Senior Construction Manager (resumes are included in Exhibit A). Consultant agrees that these individuals may not be removed from the Work or replaced without compliance with the following sections:

4.2.1 If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, Consultant shall immediately notify District and shall, subject to District's concurrence, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

4.2.2 Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by District to evaluate the proposed substitution. District shall evaluate Consultant's request and District shall promptly notify Consultant of its decision in writing.

4.3 If the Consultant, or person employed by the Consultant or any subcontractor fails or refuses to carry out the directions of the District or appears to the District to be incompetent or to act in a disorderly or improper manner, such subcontractor or person shall be removed from the Project immediately on the request of the District, and such subcontractor or person shall not again be employed on the work. Such removal shall not be the basis for any claim for compensation or damages against the District.

#### **5 Conflict of Interest**

Consultant (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have and shall not acquire any direct or indirect investment, interest in real property or source of income that would be affected in any manner or degree by the performance of Consultant's services under this agreement, and (b)

no person having any such interest shall perform any portion of the Work. The parties agree that Consultant is not a designated employee within the meaning of the Political Reform Act and District's conflict of interest code because Consultant will perform the Work independent of the control and direction of the District or of any District official, other than normal contract monitoring, and Consultant possesses no authority with respect to any District decision beyond the rendition of information, advice, recommendation or counsel.

## **6 Consultant Records**

6.1 Consultant shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the Work and invoice preparation and support for a minimum period of three years (or for any longer period required by law) from the date of final payment to Consultant under this Agreement. District may inspect and audit such books and records, including source documents, to verify all charges, payments and reimbursable costs under this Agreement.

6.2 In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the California State Auditor for three years following final payment under the Agreement.

## **7 Ownership of Documents**

All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared, developed or created by Consultant under this Agreement and provided to District ("Work Product") shall be the property of District, and District shall have the rights to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Consultant or any other party. Consultant may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Consultant shall not provide any Work Product to any third party without District's prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, Consultant may copyright the same, except that, as to any Work Product that is copyrighted by Consultant, District reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If District reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then District shall hold Consultant harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to District in paper format, upon request by District at any time (including, but not limited to, at expiration or termination of this Agreement), Consultant agrees to provide the Work Product to District in a readable, transferable and usable electronic format generally acknowledged as being an industry-

standard format for information exchange between computers (e.g., Word file, Excel spreadsheet file, AutoCAD file).

## **8      Confidentiality of Information**

8.1    Consultant shall keep in strict confidence all confidential, privileged, trade secret, and proprietary information, data and other materials in any format generated, used or obtained by the District or created by Consultant in connection with the performance of the Work under this Agreement (the "Confidential Material"). Consultant shall not use any Confidential Material for any purpose other than the performance of the Work under this Agreement, unless otherwise authorized in writing by District. Consultant also shall not disclose any Confidential Material to any person or entity not connected with the performance of the Work under this Agreement, unless otherwise authorized in advance in writing by District. If there is a question if Confidential Material is protected from disclosure or is a public record or in the public domain, the party considering disclosure of such materials shall consult with the other party concerning the proposed disclosure.

8.2    Consultant, and its officers, employees, agents, and subcontractors, shall at all times take all steps that are necessary to protect and preserve all Confidential Material. At no time shall Consultant, or its officers, employees, agents, or subcontractors in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any Confidential Material to any person or entity unless specifically authorized in writing by the District or by order of a court or regulatory entity with jurisdiction over the matter. Consultant, and its officers, employees, agents, and subcontractors shall protect the Confidential Material and treat it as strictly confidential in accordance with applicable law, District policies and directives, and best industry security practices and standards.

8.3    If any person or entity, other than District or Consultant, requests or demands, by subpoena, discovery request, California Public Records Act request or otherwise, Confidential Material or its contents, the party to whom the request is made will immediately notify the other party, so that the parties may collectively consider appropriate steps to protect the disclosure of those materials. The parties agree to take all steps reasonably necessary to preserve the confidential and privileged nature of the Confidential Material and its content. In the event that the parties cannot agree whether to oppose or comply with a disclosure demand, the opposing party may oppose the demand at its sole cost and expense, in which event the party favoring disclosure will refrain from disclosing the demanded Confidential Material until such time as a final agreement regarding disclosure is reached or, if an agreement is not reached, a judicial determination is made concerning the demand.

8.4    Unless otherwise directed in writing by the District, upon contract completion or termination, Consultant must destroy all Confidential Materials (written, printed and/or electronic) and shall provide a written statement to the District that such materials have been destroyed.

## **9      Compliance with Laws**

9.1    General. Consultant shall perform the Work in compliance with all applicable federal, state and local laws and regulations. Consultant shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Work. Consultant shall comply with all federal, state and local air pollution

control laws and regulations applicable to the Consultant and its Work (as required by California Code of Regulations title 13, section 2022.1). Consultant shall be responsible for the safety of its workers and Consultant shall comply with applicable federal and state worker safety-related laws and regulations.

9.2 California Labor Code Compliance for Pre- and Post-Construction Related Work and Maintenance.

9.2.1 This section 9.2 applies if the Work includes either of the following:

9.2.1.1 Labor performed during the design, site assessment, feasibility study and pre-construction phases of construction, including, but not limited to, inspection and land surveying work, and labor performed during the post-construction phases of construction, including, but not limited to, cleanup work at the jobsite. (See California Labor Code section 1720(a).) If the Work includes some labor as described in the preceding sentence and other labor that is not, then this section 9.2 applies only to workers performing the pre-construction and post-construction work.

9.2.1.2 "Maintenance" work, which means (i) routine, recurring and usual work for the preservation, protection and keeping of any District facility, plant, building, structure, utility system or other property ("District Facility") in a safe and continually usable condition, (ii) carpentry, electrical, plumbing, glazing, touchup painting, and other craft work designed to preserve any District Facility in a safe, efficient and continuously usable condition, including repairs, cleaning and other operations on District machinery and equipment, and (iii) landscape maintenance. "Maintenance" excludes (i) janitorial or custodial services of a routine, recurring or usual nature, and (ii) security, guard or other protection-related services. (See California Labor Code section 1771 and 8 California Code of Regulations section 16000.) If the Work includes some "maintenance" work and other work that is not "maintenance," then this section 9.2 applies only to workers performing the "maintenance" work.

9.2.2 Consultant shall comply with the California Labor Code provisions concerning payment of prevailing wage rates, penalties, employment of apprentices, hours of work and overtime, keeping and retention of payroll records, and other requirements applicable to public works as may be required by the Labor Code and applicable state regulations. (See California Labor Code division 2, part 7, chapter 1 (sections 1720-1861), which is incorporated in this Agreement by this reference.) The state-approved prevailing rates of per diem wages are available at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Consultant also shall comply with Labor Code sections 1775 and 1813, including provisions that require Consultant to (a) forfeit as a penalty to District up to \$200 for each calendar day or portion thereof for each worker (whether employed by Consultant or any subcontractor) paid less than the applicable prevailing wage rates for any labor done under this Agreement in violation of the Labor Code, (b) pay to each worker the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage, and (c) forfeit as a penalty to District the sum of \$25 for each worker (whether employed by Consultant or any subcontractor) for each calendar day during which the worker is required or permitted to work more than 8 hours in any one day and 40 hours in any one calendar week in violation of Labor Code sections 1810 through 1815.

9.2.3 If the Work includes labor during pre- or post-construction phases as defined in section 9.2.1.1 above and the amount of the fee payable to Consultant under section 2 of this Agreement exceeds \$25,000, Consultant must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Consultant's Public Works Contractor Registration Number: \_\_\_\_\_ N/A \_\_\_\_\_

9.2.4 If the Work includes maintenance as defined in section 9.2.1.2 above and the amount of the fee payable to Consultant under section 2 of this Agreement exceeds \$15,000, Consultant must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Consultant's Public Works Contractor Registration Number: \_\_\_\_\_ N/A \_\_\_\_\_

d. This section intentionally omitted

## 10 Indemnification.

10.1 Consultant shall indemnify, defend, protect, and hold harmless District, and its officers, employees and agents ("Indemnitees") from and against any claims, liability, losses, damages and expenses (including attorney, expert witness and Consultant fees, and litigation costs) (collectively a "Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or its employees, agents or subcontractors. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. However, this indemnity provision will not apply to any Claim arising from the sole negligence or willful misconduct of District or its employees or agents. Consultant's obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

10.2 This section 10.2 applies if the Consultant is a "design professional" as that term is defined in Civil Code section 2782.8. If a court or arbitrator determines that the incident or occurrence that gave rise to the Claim was partially caused by the fault of an Indemnitee, then in no event shall Consultant's total costs incurred pursuant to its duty to defend Indemnitees exceed Consultant's proportionate percentage of fault as determined by a final judgment of a court or final decision of arbitrator.

## 11 Insurance

**Types & Limits.** Consultant at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance: Insurance per Toppel Consulting Standard Limits.

Type	Limits	Scope
Commercial general liability	\$2,000,000 per occurrence & \$4,000,000 aggregate	at least as broad as Insurance Services Office (ISO) Commercial General

		Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury
Automobile liability	\$1,000,000 per accident	at least as broad as ISO Business Auto Coverage (Form CA 00 01)
Workers' compensation	Statutory limits	
Employers' liability	\$1,000,000 per accident	
Professional liability*	\$2,000,000 per claim	

\*Required only if Consultant is a licensed engineer, land surveyor, geologist, architect, doctor, attorney or accountant.

**11.1 Other Requirements.** The general and automobile liability policy(ies) shall be endorsed to name District, its officers, employees, volunteers and agents as additional insureds regarding liability arising out of the Work. Consultant's general and automobile coverage shall be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. District's insurance or self-insurance, if any, shall be excess and shall not contribute with Consultant's insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days (10 days for non-payment of premium) prior written notice to District. Insurance is to be placed with insurers authorized to do business in California with a current A.M. Best's rating of A:VII or better unless otherwise acceptable to District. Workers' compensation insurance issued by the State Compensation Insurance Fund is acceptable. Except for professional liability insurance, Consultant agrees to waive subrogation that any insurer may acquire from Consultant by virtue of the payment of any loss relating to the Work. Consultant agrees to obtain any endorsement that may be necessary to implement this subrogation waiver. The workers' compensation policy must be endorsed to contain a subrogation waiver in favor of District for the Work performed by Consultant.

**11.2 Proof of Insurance.** Upon request, Consultant shall provide to District the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage.

## 12 General Provisions

**12.1 Entire Agreement; Amendment.** The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the Work. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the Work, except those other documents (if any) that are expressly referenced in this Agreement. This Agreement may be amended only by a subsequent written contract approved and signed by both parties.

**12.2 Independent Contractor.** Consultant's relationship to District is that of an independent contractor. All persons hired by Consultant and performing the Work shall be Consultant's employees or agents. Consultant and its officers, employees and agents are not District employees, and they are not entitled to District employment salary, wages or benefits. Consultant shall pay, and District shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of Consultant's employees. Consultant shall, to the fullest extent permitted by law, indemnify District, and its officers, employees, volunteers and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning Consultant's independent contractor status or employment-related liability.

**12.3 Subcontractors.** No subcontract shall be awarded nor any subcontractor engaged by Consultant without District's prior written approval. Consultant shall be responsible for requiring and confirming that each approved subcontractor meets the minimum insurance requirements specified in section 11 of this Agreement. Any approved subcontractor shall obtain the required insurance coverages and provide proof of same to District in the manner provided in section 11 of this Agreement.

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

**12.5 No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by District to Consultant shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

**12.6 Force Majeure.** Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by any cause by circumstances beyond either party's reasonable control, such as war, riots, strikes, lockouts, work slowdown or stoppage, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts.

**12.7 Severability.** If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

**12.8 Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal district court where District's office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.

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

District:

Carmichael Water District

Attn: Greg Norris P.E.

Carmichael Water District, 7837 Fair Oaks Boulevard, Carmichael, CA 95608

E-mail: gregn@carmichaelwd.org

Consultant:

Toppel Consulting, Inc.

Attn: Brain Toppel

Toppel Consulting, Inc., 450 Knollwood Drive, Auburn, CA 95603

E-mail: brian@toppelconsulting.com

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

**12.10 Signatures and Authority.** Each party warrants that the person signing this Agreement is authorized to act on behalf of the party for whom that person signs. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Counterparts may be delivered by facsimile, electronic mail (including PDF or any electronic signature complying with California's Uniform Electronic Transactions Act (Cal. Civ. Code, §1633.1, et seq.) or any other applicable law) or other transmission method. The parties agree that any

electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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Carmichael Water District:

Dated: 10/3/24

By:   
Cathy Lee

*General Manager*

Toppel Consulting, Inc.:

Dated: 10.2.24

By:   
Brian Toppel

Digitally signed by Brian Toppel  
DN: C=US, E=bnbtj@gmail.com,  
O="Toppel Consulting, Inc.",  
CN=Brian Toppel  
Date: 2024.10.02 13:53:58-07'00'

**Brian Toppel/CEO**

# **EXHIBIT A**

# TOPPEL CONSULTING, INC.

450 Knollwood Drive  
Auburn, CA 95603  
(530) 305-8724

August 30, 2024  
Greg Norris  
7837 Fair Oaks Blvd  
Carmichael, CA 95608

Dear Greg:

Please find our response to the RFP for Construction Management Services for the La Vista Tank and Booster Pump Station Project.

We are delivering to you a very strong and experienced team and believe that we are the best candidates for this project based on the requested services.

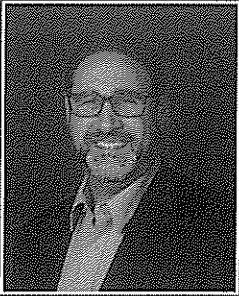
- **Completion Recommendations**
  - Along with the three requested options Toppel Consulting will review additional alternatives and prepare recommendations for review. To accomplish this Toppel Consulting will rely on its' vast experience with projects that were behind schedule and that were about to go into a claim situation or projects that were in claim and needed assistance in completion.
- **Cost estimate**
  - To provide the Engineer's Opinion of Probable Construction Cost (EOPCC), Toppel Consulting will engage with contractors that specialize in projects with similar scope and size. This will enable the estimate to be created based on the current market value.
- **Critical Path Method (CPM) Schedule**
  - Toppel Construction will review the last submitted contractor's schedule, but it will prepare a separate completion schedule based on the selected completion recommendation and the EOPCC.
- **Proposal Commitment and Capability**
  - Toppel Consulting has the resources and capability to perform the services within the specified proposal timeframe.
  - The proposal is valid for a period of 90 days from the date of submission.
- **Qualifications**
  - Main point of contact:
    - Brian Toppel-CEO
    - [brian@toppelconsulting.com](mailto:brian@toppelconsulting.com)
    - (530) 305-8724
  - See attached resume for the team members that will be assigned to the project.
- **Project Cost**
  - See Attachment A for cost proposal breakdown.

We are very excited to be associated with this project and look forward to building a relationship with you and your staff for not only this project but for many projects to come.

Sincerely,

Toppel Consulting, Inc.

Brian Toppel, CEO



## BRIAN TOPPEL- CEO

Brian Toppel has over 30 years of experience working with multiple ENR top 500 Contractors, Municipalities and Institutions assisting them in the construction of multi-million-dollar projects.

### PROJECT EXPERIENCE

#### Civil/Industrial

- San Mateo Wastewater Treatment Plant- Package III
- Harvest Water, Elk Grove Transmission Pipeline Segment 2
- Garnet Valley Wastewater System- Las Vegas Blvd Sewer Interceptor
- Zone 7 COL PFAS Treatment Facility
- Phase 3 Telsa Surge
- Vallejo Flood and Wastewater Treatment Plant
- East Bay Municipal Utility District- East of Hill Improvement

#### Municipalities

- City of Sacramento- Fairbairn Water Treatment Plant
- City of Sacramento-Sacramento Convention Center Ballroom B Upgrades
- City of Sacramento- North Natomas Community Center and Aquatic Complex
- City of Sacramento- Sacramento Convention Center Expansion and Renovation
- Newcastle Fire District- Fire Station Replacement, Newcastle, CA

#### Healthcare

- UC Davis Health- 48X Surgical Ambulatory Facility- Sacramento CA
- Sutter Gould Medical Foundation – MOB Replacement Facility –Modesto, CA
- Lodi Memorial Hospital –Patient Tower Addition and Central Plant Upgrade
- San Joaquin Mental Health Services –Stockton, CA
- Sutter Roseville Hospital – Roseville, CA

#### Student Housing

- University of California Davis Emerson Hall, Davis, CA -734 beds
- University of California Davis Webster Hall, Davis, CA -361 beds
- University of California Davis Tercero Housing, Phase III, Davis, CA - 1186 beds
- University of California Davis Tercero Housing, Phase IV, Davis, CA – 471 beds
- California State University Sacramento Student Housing, Sacramento, CA – 600 beds

#### Education

- UC Davis Health and Wellness Center, Davis, CA
- UC Davis Mondavi Performing Arts Center, Davis, CA
- UC Davis Segundo Dining Commons, Davis, CA
- UC Davis Memorial Union and Bookstore, Davis, CA
- UC Davis Mondavi Performing Arts Center Exterior Renovation, Davis, CA
- UC Davis Health and Wellness – Davis, CA
- UC Davis Segundo Student Services, Davis, CA
- UC Davis Health and Wellness – Davis, CA
- UC Davis Veterinary Medical Building 3A, Davis, CA
- UC Davis Dutton Hall Project, Davis, CA
- UC Davis Mondavi Performing Arts Center Original Construction, Davis, CA

Bachelor of Science,  
Engineering  
Technology,  
Construction  
Management,  
California State  
University  
Sacramento,  
Sacramento, CA,

Minor, Business  
Administration,  
California State  
University  
Sacramento,  
Sacramento, CA

#### REGISTRATION / CERTIFICATION

Army Corps of  
Engineers QA/QC  
Training

OSHA 10

#### YEARS OF EXPERIENCE

31



## ADAM BOJE- Senior Construction Manager

Adam Boje has over 20 years of experience working with multiple Contractors, Municipalities/Districts and Institutions assisting them in the construction of multi-million-dollar projects.

### PROJECT EXPERIENCE

#### Multifamily

- Onluck Chinese Nursing Home, Donvale, Victoria, Australia- 104 rooms

#### Self Storage

- Wells Self Storage Facility, Modesto, CA-650 Units
- Fairfield Self Storage Facility, Fairfield, CA-420 Units

#### Civil/Industrial

- Cepheid Building 3 Tenant Improvement- Lodi, CA

#### Municipalities

- Southgate Recreation and Parks District- Aquatic Center
- Lodi Unified School District- M&O Facility
- New Gisborne- New Fire Station, New Gisborne, Victoria, Australia
- Mickleham New Fire Station, Mickleham, Victoria, Australia

#### Laboratory

- Cepheid Building 1 Bathroom and Conference Room Upgrades- Lodi, CA

#### Education

- Lodi Unified School District- Swimming Pool and Lockers, Lodi, CA
- Hume Central College K-12, Broadmeadows, Victoria, Australia
- Westmeadows Primary School Gymnasium, Westmeadows, Victoria, Australia
- Dallas Primary School Multipurpose Room, Dallas, Victoria, Australia
- Leongatha Secondary College Performing Arts Center, Leongatha, Victoria, Australia
- Glenroy College Secondary College, Glenroy, Victoria, Australia
- Rosburgh Park Primary School Mutlipurpose Room, Roxburgh Park, Victoria, Australia
- Seymour Secondary College Science and Arts, Seymour, Victoria, Australia

### EDUCATION

Diploma of Building and Construction, Construction Management, Victoria University Newport, Victoria, Australia

### REGISTRATION / CERTIFICATION

First Aid

OSHA 30

### YEARS OF EXPERIENCE

20

- California State University Sacramento Recreation and Wellness Center, Sacramento, CA
- California State University Sacramento Broad Athletic Facility, Sacramento, CA
- Folsom Lake College Bookstore / Cafeteria, Folsom, CA

#### Multifamily

- Eviva Midtown, Sacramento, CA – 117 units
- 16 Powerhouse, Sacramento, CA – 50 units
- Foothill Farms Senior Housing, Sacramento, CA – 138 units
- The Preserve at Marin, Corte Madera, CA – 126 units

#### Hospitality

- Courtyard by Marriott, Redwood City – 177 rooms
- Springhill Suites by Marriott, Belmont – 168 rooms
- Hyatt Place Hotel, Riverside, CA – 129 rooms
- Hampton Inn & Suites, Salinas, CA – 105 rooms
- Hampton Inn, Union City, CA – 90 rooms

## TOPPEL CONSULTING, INC.

ATTACHMENT A  
**LA VISTA TANK AND BOOSTER PUMP STATION**  
**Proposal for Pre-Construction and Construction Management Services**

DESCRIPTION	CM	TOTAL HOURS	RATE	TOTAL COST	NOTES
<b>PRECONSTRUCTION</b>					
Brian Toppel	BT	144	\$240	\$34,560	
Adam Boje	AB	80	\$197	\$15,760	Assumes October 2024 Start
<b>SERVICES</b>					
Review Project Documentation					
Prepare Recommendations Based on the 3 Proposed Options for Completion					
Prepare Engineer's Opinion of Probable Construction Cost (EPOCC)					
Review Existing Schedule and Prepare Completion Schedule Based on the Selected Completion Option					
<b>SUBTOTAL FOR PRECONSTRUCTION</b>		224		<b>\$50,320</b>	
<b>CONSTRUCTION MANAGEMENT</b>					
Provide construction management, Day to Day correspondence, Daily Reports, Change Order and Schedule Analysis.	AB	480	\$197	\$94,560	Assumes 30 hrs per week for a 4-Month Duration. All site visits have a 4 hr minimum charge.
<b>MAIN OFFICE</b>					
Executive Management -Brian Toppel	BT	128	\$240	\$30,720	Assumes 8hrs per week
<b>SUBTOTAL PROPOSAL FOR CM SERVICES</b>		608		<b>\$125,280</b>	
<b>TOTAL FOR ALL SERVICES</b>				<b>\$175,600</b>	

BT =Brian Toppel - Principal- \$240/Hr

AB=Adam Boje - Senior Construction Manager- \$197/Hr

NOTE: ALL REIMBURSABLE COSTS FOR , PRINTING, MILEAGE, ETC. SHALL BE BILLED SEPARATELY

Proposal is valid for 90 Days

Submitted By: Brian Toppel

CEO

**LA VISTA TANK AND BOOSTER PUMP STATION**  
**Proposal for Partial Forensic Investigation & Construction Management**

DESCRIPTION	CM	TOTAL HOURS	RATE	TOTAL COST
<b>TASK 1 - Project Review/Lessons Learned (Optional at CWD Discretion)</b>				
<b>Lessons Learned related work</b>				
Brian Toppel	BT	180	\$240	\$43,200
-Review Work Directives and Change Orders				
-Review Site Remediation Issues and Surety Involvement				
-Provide a Lesson's Learned Conclusion For the Selected Items				
Provide Training to CWD staff on Conclusion of Lesson's Learned	BT	4	\$240	\$960
Review of contract items (bids/Terms and Conditions	BT	30	\$240	\$7,200
<b>SUBTOTAL FOR TASK 1 - Optional</b>		<b>214</b>		<b>\$51,360</b>
<b>TASK 2 - Pre Construction Coordination</b>				
Adam Boje	AB	170	\$197	\$33,490
(Includes 50 hours for per-construction review)				
<b>TASK 3 - Construction Management for 12-month Duration</b>				
Provide construction management, Day to Day correspondence, Daily Reports, Change Order and Schedule	BT	812	\$240	\$194,880
	AB	1740	\$197	\$342,780
(Assumes 35 hours per week. All site visits have a 4 hour minimum charge)				
<b>TASK 4 - Project Management and Close Out</b>				
Main Office - Executive Management -Brian Toppel	BT	20	\$240	\$4,800
Project Closeout	AB	80	\$197	\$15,760
(Assumes 16 hours per week)				
<b>SUBTOTAL FOR CONSTRUCTION MGMT (TASKS 2 - 4)</b>		<b>2822</b>		<b>\$591,710</b>
<b>EXPENSES</b>	<b>Billed as reimbursable costs for printing, mileage, etc</b>			
<b>TOTAL FOR ALL SERVICES</b>				<b>\$643,070</b>

BT =Brian Toppel - Principal- \$240/Hr

AB=Adam Boje - Senior Construction Manager- \$197/Hr

**NOTE: ALL REIMBURSABLE COSTS FOR , PRINTING, MILEAGE, ETC. SHALL BE BILLED SEPARATLY**

Propsoal is valid for 90 Days

Submitted By: Brian Toppel  
 CEO

**AMENDMENT NO. [1]**  
**TO AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES BETWEEN**  
**CARMICHAEL WATER DISTRICT**  
**AND TOPPEL CONSULTING, INC.**

This Amendment No. [1] to the October 3, 2024 Professional Services Agreement between Carmichael Water District (“District”) and Toppel Consulting, Inc. (“Contractor”) concerning Construction Management services is made effective as of date of the District’s signature below, in Carmichael, California.

**RECITALS:**

- A. On October 3, 2024, District and Contractor entered into an agreement for Construction Management services in connection with the La Vista Tank and Booster Pump Station Project (“Agreement”);
- B. District desires to extend the services provided by Contractor;
- C. Contractor is willing to perform the extended services per fee estimate submitted by Contractor to District; and
- D. The parties desire to amend the Agreement on the terms and conditions set forth below to provide for the extension of services by Contractor to include work described below and in attached Exhibit A.

**AGREEMENT:**

1. **Description of Extended Services.**

- (a) Optional Project Review/Lessons Learned: These activities are at the District’s discretion. Activities include review and analysis of existing project documents to identify past decisions or possible actions that may have led to different outcomes. Conclusions from the review may be presented to CWD staff as CM training.
- (b) Pre-Construction Work and Construction Management services during construction. This includes coordination of all construction management related duties such as, day-to-day correspondence, daily reports, processing change orders, and performing schedule analysis. Also, depending on the path chosen for project completion, this includes the review of bid documents and or Terms and Conditions.

2. Compensation.

- (a) The total compensation for the additional Construction Management services described in this Amendment No. 1 shall not exceed \$643,070 with a limit of \$51,360 for the pre-construction activities and a limit of \$591,710 for construction management. Compensation shall be based on Contractor's fee estimate which is attached hereto and incorporated herein as Exhibit A to this Amendment No. [1].
- (b) The not-to-exceed amounts of compensation described in subdivision (a) of this Section 2 are in addition to the not-to-exceed amount set forth in Section 2 and Exhibit A of the Agreement. With this Amendment No. 1, Contractor's total not-to-exceed compensation is \$693,390.

3. Term of Agreement.

This Amendment shall become effective on the date stated above. The Agreement, together with this Amendment No. [1], shall expire on date of original agreement expiration unless terminated earlier pursuant to Section 3 of the Agreement.

4. Effect on Agreement.

Except as specifically provided herein, the Agreement, and each of its terms and conditions, shall remain in full force and effect, are incorporated herein by this reference, and apply to the work described in section 1 hereof.

CARMICHAEL WATER DISTRICT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
General Manager

TOPPEL CONSULTING, INC.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
CEO