

## ITEM 4.12

### CITY MANAGER'S REPORT APRIL 12, 2021 CITY COUNCIL REGULAR MEETING

**ITEM:** **APPROVE PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH DOKKEN ENGINEERING FOR THE MANTHEY ROAD BRIDGE REPLACEMENT PROJECT CIP PS 12-04**

**RECOMMENDATION:** **Adopt Resolution Approving Professional Consulting Services Agreement with Dokken Engineering for the Preparation of Plans, Specifications and Estimates (PS&E), Construction Permitting, Right of Way (ROW) Services for the Manthey Road Bridge Replacement Project CIP PS 12-04**

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#### **SUMMARY:**

On February 2014, City Council approved a contract with Parsons Brinckerhoff, Inc. for the preparation of the Preliminary Engineering and Environmental Services for the Manthey Road Bridge Replacement Project CIP PS 12-04. After completing the Preliminary Engineering, the City must move to the next step of the planning phase that includes the preparation of the Plans, Specifications and Estimates (PS&E) and Right of Way (ROW) documentation.

The City issued a Request for Proposal (RFP) for qualified consultants to provide professional engineering consulting services to complete the PS&E and ROW services. After reviewing and evaluating the four (4) proposals received, Dokken Engineering was selected based on their previous work history, qualifications, positive references, and overall understanding of the project requirements.

Staff requests City Council approve a Professional Services Agreement with Dokken Engineering in the amount of \$2,256,000 for the preparation of the PS&E, Construction Permitting and ROW services for the Manthey Road Bridge Replacement Project CIP PS 12-04. The City has acquired Federal funding through the Federal Highway Administration (FHWA) Highway Bridge Program (HPB) for 88.53% of the project cost, leaving 11.47% to be paid by the City through Capital Facilities Fees (CFF).

#### **BACKGROUND:**

The Manthey Road Bridge, over the San Joaquin River, was built in 1926 as a movable bridge. On September 2012, Caltrans evaluations determined that the bridge was structurally deficient, with a low sufficiency rating and functionally obsolete.

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The new bridge would accommodate traffic lanes, bike lanes, sidewalks, and concrete barriers and tubular handrails. The project would also construct a mile-long segment of Golden Valley Parkway along the alignment outlined in the West Lathrop Specific Plan. Intersection improvements would be made at Brookhurst Boulevard and Sadler Oak. The bridge would conform to existing ground level at Stewart Road, with partial Right of Way (ROW) acquisitions needed from several privately owned properties, as well as easements from Reclamation District 17 and Reclamation District 2062.

On February 2014, City Council approved a contract with Parsons Brinckerhoff, Inc. for the preparation of the Preliminary Engineering and Environmental Services for the project. After completing the Preliminary Engineering, the City must proceed to the preparation of the Plans, Specifications and Estimates (PS&E) and Right of Way (ROW) documentation.

The City issued a Request for Proposal (RFP) for qualified consultants to assist with the final design, construction permitting and Right of Way (ROW) services for the Manthey Road Bridge Replacement Project CIP PS 12-04. The four (4) proposals received were scored and ranked by a review committee that was comprised of staff from the San Joaquin Council of Governments, the City of Lathrop, and ISL Engineering. The review committee selected Dokken Engineering based on previous work history, qualifications and their overall understanding of the project requirements.

**REASON FOR RECOMMENDATION:**

The existing Manthey Road Bridge was identified by Caltrans for rehabilitation or replacement to maintain public safety. Replacing the Manthey Road Bridge would improve accessibility to existing and upcoming developments in River Islands and Central Lathrop Specific Plan (CLSP). In order to proceed through the planning phase, the City must move to the preparation of the PS&E and ROW acquisitions.

Staff request City Council approve a Professional Services Agreement with Dokken Engineering in the amount of \$2,256,000 for preparation of the Plans, Specifications and Estimates (PS&E), Construction Permitting and Right of Way (ROW) documentation.

**FISCAL IMPACT:**

A large portion (88.53%) of the project cost is funded through the Federal Highway Administration's (FHWA) Highway Bridge Program (HBP) with the remainder (11.47%) being funded through Capital Facilities Fees (CFF). Funding for this project was included in the FY 20/21 budget; thus, no fiscal impact is anticipated.


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**ATTACHMENTS:**

- A. Resolution Approving Professional Consulting Services Agreement with Dokken Engineering for the Preparation of Plans, Specifications and Estimates (PS&E), Construction Permitting, Right of Way (ROW) Services for the Manthey Road Bridge Replacement Project CIP PS 12-04
  
- B. Professional Services Agreement with Dokken Engineering for the Manthey Road Bridge Replacement Project CIP PS 12-04

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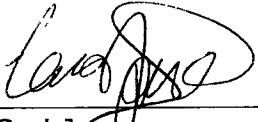
**APPROVALS:**

  
\_\_\_\_\_  
Angel Abarca  
Assistant Engineer

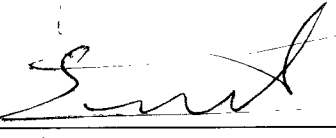
3/30/21  
Date

  
\_\_\_\_\_  
Michael King  
Public Works Director

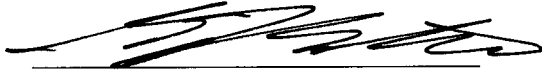
3/31/2021  
Date

  
\_\_\_\_\_  
Cari James  
Director of Finance

4/1/2021  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

4-1-2021  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

4.6.21  
Date

**RESOLUTION NO. 21-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH DOKKEN ENGINEERING FOR THE PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATES (PS&E), CONSTRUCTION PERMITTING, RIGHT OF WAY (ROW) SERVICES FOR THE MANTHEY ROAD BRIDGE REPLACEMENT PROJECT CIP PS 12-04**

**WHEREAS**, on February 2014, City Council approved a contract with Parsons Brinckerhoff, Inc. for the preparation of the Preliminary Engineering and Environmental Services for the Manthey Road Bridge Replacement Project CIP PS 12-04; and

**WHEREAS**, after completing the Preliminary Engineering, the City must move to the next planning phase that includes the preparation of the Plans, Specifications and Estimates (PS&E) and Right of Way (ROW) documentation; and

**WHEREAS**, the City issued a Request for Proposal (RFP) for qualified consultants to provide professional engineering consulting services to complete the PS&E, Construction Permitting and ROW services; and

**WHEREAS**, after reviewing and evaluating the four (4) proposals received, Dokken Engineering was selected based on their previous work history, qualifications, positive references, and overall understanding of the project requirements; and

**WHEREAS**, staff request City Council approve a Professional Services Agreement with Dokken Engineering in the amount of \$2,256,000 for the preparation of the PS&E, Construction Permitting and ROW acquisition; and

**WHEREAS**, the City has acquired Federal funding through the Federal Highway Administration (FHWA) Highway Bridge Program (HPB) for 88.53% of the project cost, leaving 11.47% to be paid by the City through Capital Facilities Fees (CFF); and

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby approve the Professional Services Agreement with Dokken Engineering for the preparation of the Plans, Specifications and Estimates (PS&E), Construction Permitting, Right of Way (ROW) documentation for the Manthey Road Bridge Replacement Project CIP PS 12-04, in the amount of \$2,256,000.

The foregoing resolution was passed and adopted this 12<sup>th</sup> day of April 2021, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

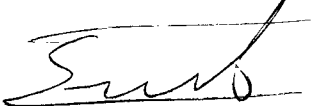
ABSTAIN:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**

\_\_\_\_\_  
Teresa Vargas, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BETWEEN  
THE CITY OF LATHROP AND DOKKEN ENGINEERING**

**TO PROVIDE PROFESSIONAL ENGINEERING CONSULTING SERVICES  
FOR THE MANTHEY ROAD BRIDGE REPLACEMENT PROJECT - CIP PS 12-04**

**THIS AGREEMENT**, dated for convenience this 12th day of April, 2021, is by and between **Dokken Engineering** ("CONSULTANT") and the **City of Lathrop**, a California municipal corporation ("CITY");

**RECITALS:**

**WHEREAS**, CONSULTANT is specially trained, experienced, and competent to perform Engineering and Right-of-Way services which are required by this AGREEMENT; and

**WHEREAS**, CITY selected the CONSULTANT pursuant to said qualifications; and

**WHEREAS**, CONSULTANT is willing to render such Engineering and Right-of-Way services, as hereinafter defined, on the following terms and conditions.

**NOW, THEREFORE**, CONSULTANT and the CITY agree as follows:

**AGREEMENT**

**(1) Scope of Services.**

(a) CONSULTANT agrees to perform Engineering and Right-of-Way services in accordance with the Scope of Work provided by the CONSULTANT, and attached hereto as Exhibit "A" and incorporated herein by reference. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY'S satisfaction.

**(2) Compensation.**

(a) The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. CITY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, attached hereto as Exhibit "B" and incorporated herein by reference, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds CITY's approved overhead rate set forth in the Cost Proposal. In the event, that CITY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by CITY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

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- (b) The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.
- (c) In addition to the allowable incurred costs, CITY will pay CONSULTANT a fee of \$189,017.97. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.
- (d) Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- (e) When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- (f) Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, CITY shall have the right to delay payment or terminate this AGREEMENT.
- (g) No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- (h) CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by CITY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due CITY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to CITY's Contract Administrator at the following address:

Department of Public Works  
City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330
- (i) The total amount payable by CITY including the fixed fee shall not exceed \$2,256,000.
- (j) For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

**(3) Effective Date and Term**

The effective date of this AGREEMENT is April 12, 2021 and it shall terminate no later than June 30, 2024 unless extended by AGREEMENT amendment.



**(4) Independent Contractor Status.**

- (a) CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of City.
- (b) CITY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the CITY as to the designation of tasks to be performed and the results to be accomplished.

**(5) Subcontracting**

- (a) Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the CITY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the CITY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the CITY's obligation to make payments to the CONSULTANT.
- (b) The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the CITY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- (c) Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- (d) Any substitution of Subconsultants must be approved in writing by the CITY Contract Administrator in advance of assigning work to a substitute Subconsultant.
- (e) Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

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In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

(f) Retention of Funds

No retainage will be held by the CITY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the CITY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

(6) **Advice and Status Reporting.**

- (a) CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the CITY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- (b) CONSULTANT shall provide the CITY with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to City such information as necessary to enable CITY to monitor the performance of this AGREEMENT.

(7) **Assignment of Personnel.**

- (a) CONSULTANT shall assign only competent personnel to perform services pursuant to this AGREEMENT. If CITY asks CONSULTANT to remove a person assigned to the work called for under this AGREEMENT, CONSULTANT agrees to do so immediately, without requiring the CITY to process a reason or explanation for its request.
- (b) There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by CITY's Contract Administrator.

(8) **Assignment and Subcontracting.**

- (a) Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the CITY. However, claims for money due or which become due to CONSULTANT from CITY under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the CITY.

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(9) **Insurance.**

On or before beginning any of the services or work called for by any term of this Agreement, CONSULTANT, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the CITY the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the CITY. CONSULTANT shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONSULTANT has also been obtained for the subcontractor. Verification of this insurance shall be submitted and made part of this Agreement prior to execution.

- (a) **Workers' Compensation.** CONSULTANT shall, at CONSULTANT'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars (\$1,000,000). In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.
- (b) **Commercial General and Automobile Liability Insurance.** CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than two million dollars (\$2,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- (i) CITY, its officers, employees, agents, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including the insider's general supervision of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
- (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.

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- (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
  - (iv) Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
  - (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
  - (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (c) Professional Liability. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than Two Million Dollars (\$2,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:
- (i) Any deductible or self-insured retention shall not exceed \$150,000 per claim.
  - (ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
  - (iii) The policy must contain a cross liability or severability of interest clause.
  - (iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:
    1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
    2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
    3. If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The CITY shall have the right to exercise at the CONSULTANT'S cost, any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage.
    4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this Agreement.
- (d) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured

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retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

- (e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.
- (f) In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
  - (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - (ii) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;
  - (iii) Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT'S breach.

**(10) Indemnifications – CONSULTANT'S Responsibility.**

- (a) As to the CONSULTANT'S work hereunder, it is understood and agreed that (a) CONSULTANT has the professional skills necessary to perform the work, (b) CITY relies upon the professional skills of CONSULTANT to perform the work in a skillful and professional manner, and (c) CONSULTANT thus agrees to so perform.
- (b) Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONSULTANT from such professional responsibility for the work performed. It is further understood and agreed that CONSULTANT is apprised of the scope of the work to be performed under this Agreement and CONSULTANT agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to CONSULTANT'S profession.
- (c) CONSULTANT shall indemnify, defend, and hold CITY, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused by the willful misconduct or negligent acts or omissions of CONSULTANT, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising out of the negligence or willful misconduct of the CITY, its officers, employees, agents, or volunteers. It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance

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certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

**(11) Licenses.**

If a license of any kind, which term is intended to include evidence of registration, is required of CONSULTANT, its employees, agents, or subcontractors by federal or state law, CONSULTANT warrants that such license has been obtained, is valid and in good standing, and CONSULTANT shall keep it in effect at all times during the term of this AGREEMENT, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

**(12) Business Licenses.**

CONSULTANT shall obtain and maintain a City of Lathrop Business License until all AGREEMENT services are rendered and accepted by the CITY.

**(13) Termination.**

- (a) This AGREEMENT may be terminated by CITY, provided that CITY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, CITY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- (b) CITY may temporarily suspend this AGREEMENT, at no additional cost to CITY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If CITY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- (c) Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to CITY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.
- (d) In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, CITY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

**(14) Funding.**

- (a) It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

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- (b) This AGREEMENT is valid and enforceable only if sufficient funds are made available to CITY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or CITY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- (c) It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- (d) CITY has the option to terminate the AGREEMENT pursuant to Section 13 Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

**(15) Notices.**

- (a) All contracts, appointments, approvals, authorizations, claims, demands, change orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and flowed with two (2) Days by delivery of a hard copy of the material sent by facsimile transmission. Personal services shall include, without limitation, service by delivery and service by facsimile transmission.

To City:           City of Lathrop  
                          City Clerk  
                          390 Towne Centre Drive  
                          Lathrop, CA 95330

Copy to:           City of Lathrop  
                          Department of Public Works  
                          390 Towne Centre Drive  
                          Lathrop, CA 95330

MAIN: (209) 941-7460  
FAX: (209) 941-7449

To Consultant   Dokken Engineering  
                          Attn: Matthew Griggs  
                          110 Blue Ravine Road, Suite 200  
                          Folsom, CA 95630

**(16) Disadvantaged Business Enterprise (DBE) Participation.**

- (a) CONSULTANT, subrecipient (CITY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The CITY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

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CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is CONSULTANT's responsibility to verify that the DBE firm is certified as DBE at date of proposal opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found at: <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTS who enter into a federally-funded agreement will assist the CITY in a good faith effort to achieve California's statewide overall DBE goal.

- (b) The goal for DBE participation for this AGREEMENT is 15% Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10-O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- (c) CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.
- (d) Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.



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CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (i) Withholding monthly progress payments;
  - (ii) Assessing sanctions;
  - (iii) Liquidated damages; and/or
  - (iv) Disqualifying CONSULTANT from future proposing as non-responsible
- (e) Termination and Substitution of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the CITY's written consent. CONSULTANT shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the CITY. Unless the CITY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid.

The CITY authorizes a request to use other forces or sources of materials if CONSULTANT shows any of the following justifications:

- (i) Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
- (ii) The CITY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the CITY's bond requirements.
- (iii) Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
- (iv) Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
- (v) Listed DBE's work is unsatisfactory and not in compliance with the contract.
- (vi) Listed DBE is ineligible to work on the project because of suspension or debarment.
- (vii) Listed DBE becomes bankrupt or insolvent.
- (viii) Listed DBE voluntarily withdraws with written notice from the Contract
- (ix) Listed DBE is ineligible to receive credit for the type of work required.
- (x) Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.

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(xi) The CITY determines other documented good cause.

CONSULTANT shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise CONSULTANT and the CITY of the reasons why the use of other forces or sources of materials should not occur.

CONSULTANT's request to use other forces or material sources must include:

- (i) One or more of the reasons listed in the preceding paragraph.
- (ii) Notices from CONSULTANT to the DBE regarding the request.
- (iii) Notices from the DBEs to CONSULTANT regarding the request.

If a listed DBE is terminated or substituted, CONSULTANT must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

(f) Commitment and Utilization

The CITY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The CITY shall request CONSULTANT to:

- (i) Notify the CITY's contract administrator or designated representative of any changes to its anticipated DBE participation
- (ii) Provide this notification before starting the affected work
- (iii) Maintain records including:
  - Name and business address of each 1st-tier subconsultant
  - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
  - Date of payment and total amount paid to each business (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the CITY. On work completion, CONSULTANT shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the CITY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the CITY within 90 days of contract acceptance. The CITY will withhold \$10,000 until the form is submitted. The CITY will release the withhold upon submission of the completed form.

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In the CITY's reports of DBE participation to Caltrans, the CITY must display both commitments and attainments.

- (g) A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.
- (h) A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- (i) If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- (j) CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- (k) If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to CITY's Contract Administrator within thirty (30) calendar days.
- (l) After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to [business.support.unit@dot.ca.gov](mailto:business.support.unit@dot.ca.gov) with a copy to the Agency.
- (m) Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

**(17) Cost Principles and Administrative Requirements.**

- (a) The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- (b) The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- (c) Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to CITY.
- (d) When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

**(18) Retention of Records/Audit.**

For the purpose of determining compliance Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21 Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and CITY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. CITY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation

**(19) Disputes.**

- (a) Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by AGREEMENT shall be decided by a committee consisting of CITY's Contract Administrator and Director of Public Works who may consider written or verbal information submitted by CONSULTANT.
- (b) Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by CITY's Governing Body of unresolved claims or disputes, other than audit. The request for review must be submitted in writing.
- (c) Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

**(20) Audit Review Procedures.**

- (a) Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by agreement, shall be reviewed by CITY'S Chief Financial Officer.
- (b) Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by CITY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing
- (c) Neither the pendency of a dispute nor its consideration by CITY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT
- (d) CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, CITY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by CITY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by CITY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, CITY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- (e) CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the CITY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
  - (i) During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, CITY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if

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applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines}is received and approved by IOAI.

Accepted rates will be as follows:

1. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
  2. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
  3. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
- (ii) If IOAI is unable to issue a cognizant letter per paragraph (e).1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
- (iii) If the CONSULTANT fails to comply with the provisions of this paragraph (e), or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph (e).1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
- (iv) CONSULTANT may submit to CITY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of CITY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO CITY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other AGREEMENTs executed between CITY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

**(21) Equipment Purchases.**

- (a) Prior authorization in writing by CITY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- (b) For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by CITY's Contract Administrator, three

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competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

- (c) Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
  - (i) CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, CITY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CITY procedures; and credit CITY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by CITY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by CITY.
  - (ii) Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

**(22) Safety.**

- (a) CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by CITY Safety Officer and other CITY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- (b) Pursuant to the authority contained in Vehicle Code §591, CITY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

**(23) Ownership of Data.**

- (a) It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication

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of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.

- (b) Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.
- (c) Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at CITY's sole risk.
- (d) Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- (e) CITY may permit copyrighting reports or other AGREEMENT products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

**(24) Confidentiality of Data.**

- (a) All financial, statistical, personal, technical, or other data and information relative to CITY's operations, which are designated confidential by CITY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- (b) Permission to disclose information on one occasion, or public hearing held by CITY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- (c) CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or CITY's actions on the same, except to CITY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- (d) CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by CITY, and receipt of CITY'S written permission.
- (e) All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than CITY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the



information, including, but not limited to, CITY's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

**(25) National Labor Relations Board Certification.**

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

**(26) Evaluation of Consultant.**

CONSULTANT's performance will be evaluated by CITY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

**(27) Non-Discrimination Clause and Statement of Compliance.**

- (a) The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- (b) During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- (c) CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by CITY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- (d) CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the CITY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or CITY shall require to ascertain compliance with this clause.

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- (e) CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (f) CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- (g) The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- (h) The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- (i) CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the CITY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

**(28) Debarment and Suspension Certification.**

- (a) The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
  - (i) Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
  - (ii) Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
  - (iii) Does not have a proposed debarment pending; and
  - (iv) Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- (b) Any exceptions to this certification must be disclosed to CITY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

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- (c) Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

**(29) State Prevailing Wage Rates.**

- (a) No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- (b) The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at CITY construction sites, at CITY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve CITY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- (c) General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- (d) Payroll Records
  - (i) Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
    1. The information contained in the payroll record is true and correct.
    2. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
  - (ii) The payroll records enumerated under paragraph (i) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by CITY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

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1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
  2. A certified copy of all payroll records enumerated in paragraph (i) above, shall be made available for inspection or furnished upon request to a representative of CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
  3. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the CITY Contract Administrator by both email and regular mail on the business day following receipt of the request.
- (iii) Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (i) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
  - (iv) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by CITY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
  - (v) The CONSULTANT shall inform CITY of the location of the records enumerated under paragraph (i) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
  - (vi) The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (i) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to CITY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by CITY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- (e) When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the CITY Contract Administrator.
  - (f) Penalty
    - (i) The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the CITY a penalty

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- of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
- (ii) The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
  - (iii) In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
  - (iv) If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
    - 1. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
    - 2. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
    - 3. Upon becoming aware of the SubCONSULTANT's failure to pay the specified prevailing rate of wages to the SubCONSULTANT's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
    - 4. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the

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Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the SubCONSULTANT's employees on the public works project and any amounts due pursuant to Labor Code §1813.

- (v) Pursuant to Labor Code §1775, CITY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
  - (vi) If CITY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if CITY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by CITY.
- (g) Hours of Labor
- Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the CITY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.
- (h) Employment of Apprentices
- (i) Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
  - (ii) CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

**(30) Conflict of Interest.**

- (a) During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this AGREEMENT or any ensuing CITY construction project. The

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT  
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CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing CITY construction project which will follow.

- (b) CONSULTANT certifies that it has disclosed to CITY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either CITY ordinance or State law.
- (c) The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- (d) The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any AGREEMENT to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

**(31) Rebates, Kickbacks, or Other Unlawful Consideration.**

- (a) The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

**(32) Prohibition of Expending City, State or Federal Funds for Lobbying.**

- (a) The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
  - (i) No State, Federal, or CITY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
  - (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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- (b) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- (c) The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

**(33) Claims made by CITY's Construction Contractor**

- (a) If claims are filed by CITY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with CITY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- (b) CONSULTANT's personnel that CITY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from CITY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- (c) Services of CONSULTANT's personnel in connection with CITY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

**(34) Retention of Funds**

- (a) None

**(35) Miscellany**

- (a) Contingency Fee: CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, CITY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee
- (b) Inspection of Work: CONSULTANT and any subconsultant shall permit CITY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.
- (c) Consent: Whenever in this AGREEMENT the approval or consent of party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.



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- (d) Controlling Law: The parties agree that this AGREEMENT shall be governed and construed by and in accordance with the Laws of the State of California.
- (e) Definitions: The definitions and terms are as defined in these specifications.
- (f) Force Majeure: Neither party shall be deemed to be in default on account of any delays or failure to perform its obligations under this AGREEMENT, which directly results from an Act of God or an act of a superior governmental authority.
- (g) Headings: The paragraph headings are not a part of this AGREEMENT and shall have no effect upon the construction or interpretation of any part of this AGREEMENT.
- (h) Incorporation of Documents: All documents constituting the AGREEMENT documents described in Sections 1 and 2 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto, are by such reference incorporated in the AGREEMENT and shall be deemed to be part of this AGREEMENT.
- (i) Integration: This AGREEMENT and any amendments hereto between the parties constitute the entire AGREEMENT between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated into this AGREEMENT.
- (j) Modification of Agreement: This AGREEMENT shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (k) Provision: Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the AGREEMENT shall define or other control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provision, whether covenant or conditions, shall be deemed to be both covenants and conditions.
- (l) Severability: If a court of competent jurisdiction finds or rules that any provision of this AGREEMENT is void or unenforceable, the provisions of this AGREEMENT not so affected shall remain in full force and effect.
- (m) Successors and Assigns: The provisions of this AGREEMENT shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (n) Venue: In the even that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Easter District of California.
- (o) Recover of Costs: The prevailing party in any action brought to enforce the terms of this AGREEMENT or arising out of this AGREEMENT may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

**(36) Notice to Proceed**

Prior to commencing work under this AGREEMENT, CONSULTANT shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONSULTANT for any services prior to issuance of the Notice to Proceed.

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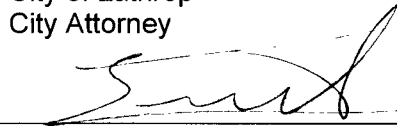
(37) **Signatures**

The individuals executing this AGREEMENT represents and warrants that they have the right, power, legal capacity, and authority to enter into and to execute this AGREEMENT on behalf of the respective legal entities of the CONSULTANT and the CITY. This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**CITY OF LATHROP – CONSULTING SERVICES AGREEMENT  
DOKKEN ENGINEERING**

Approved as to Form:

City of Lathrop  
City Attorney



Salvador Navarrete

4-1-2021

Date

Recommended for Approval:

City of Lathrop  
Director of Public Works

Michael King

Date

Accepted by:

Resolution # \_\_\_\_\_

City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 9330

Stephen J. Salvatore  
City Manager

Date

CONSULTANT:

Dokken Engineering, Inc.  
110 Blue Ravine Rd., Ste 200  
Folsom, CA 95630

Fed EIN #68-0099664  
Business License #20694

Matthew Griggs  
Vice President

Date



# EXHIBIT A: SCOPE OF WORK

## Manthey Road Bridge Replacement (PS 12-04)

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## EXHIBIT A: SCOPE OF WORK

### Manthey Road Bridge Replacement (PS 12-04)

The following scope of work is intended to provide all necessary engineering, right of way and permitting services to deliver ready to advertise plans, specifications and estimates for the Manthey Road Bridge Replacement Project in compliance with Caltrans' Local Assistance Procedures Manual<sup>1</sup>.

Project design will be based upon the Caltrans latest published Standard Plans and Standard Specifications, AASHTO 2018 Green Book, and modified for the City of Lathrop Design and Construction Standards.

Payment for all 'fees' will be made directly from the City including permit fees, escrow costs, title insurance, and environmental mitigations.

#### TASK 1 | PROJECT MANAGEMENT

- General Administration and Coordination
- Project Meetings
- Monthly Invoice and Progress Reports
- Project Schedule Updates
- Quality Control

Dokken Engineering (Dokken) Project Management includes regular meetings, presentation of work products, development and monitoring of action items, monthly progress reports, work progress monitoring, budget monitoring, coordination and communication.

The Dokken project manager will work closely with the City Project Manager and continuously inform the City Project Manager of all project activities. The project management effort will be continuous through the project.

The following project management tasks are budgeted to extend through the contract.

##### Task 1.1 Project Management

**Coordination** – Close contact will be maintained between the Project Manager, all sub-consultants, the City Project Manager, project personnel, and regulatory agencies. The Project Manager will act as the principal liaison between City of Lathrop and our staff at Dokken.

**Communication** – Effective communication through in-person visits, focused meetings, telephone calls and e-mails to the City will be performed to discuss specific project issues by the Project Manager. Regular communication with team members, the City and other agency personnel will be facilitated through the Project Manager. During very active design and permitting periods Dokken will be available to the City project manager for a pre-scheduled weekly conference call. The purpose of the conference calls will be to report progress, discuss design decisions made that week and schedule look ahead activities.

**Progress Reports** will be submitted monthly to Lathrop. These reports will include the work performed during that period, a discussion of issues/decisions, recommendations to address issues or corrective actions, budget status, and anticipated work for the following month. The progress report will be submitted with the monthly invoice. Dokken's Project Manager is responsible for maintaining cost control for each task, including our sub-consultants.

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<sup>1</sup> Caltrans' latest Standards as of 95% PS&E complete, or as agreed upon at 95% complete.



Dokken will provide and maintain a detailed Milestone Schedule and Microsoft Project Schedule. The Milestone Schedule is a simple one-page schedule to assist in project communication. In addition, a comprehensive schedule using Microsoft Project will be prepared that will identify each task and deliverable for the project. Dokken Engineering's Project Manager will closely monitor the schedule and bring any deviations (with recommendation for corrective measures) to the attention of the City Project Manager.

Dokken will coordinate with all stakeholder agencies to obtain their concurrence with the project. Agency coordination is anticipated to include:

- |   |                                   |
|---|-----------------------------------|
| I. City of Lathrop Departments            | II. San Joaquin County            |
| III. Caltrans Structures Local Assistance | IV. Caltrans District 10 LA       |
| V. Central Valley Flood Control Board     | VI. U.S. Army Corps of Engineers  |
| VII. U.S. Coast Guard                     | VIII. Reclamation District No. 17 |
| IX. RD 2062                               | X. State Lands Commission         |

### **Task 1.2 Project Meetings**

A project "kick-off" meeting will be held following the Notice to Proceed. This meeting will include representatives from the City of Lathrop, Dokken, and sub-consultants. The Reclamation Districts will be invited to attend. The primary meeting objectives will be to review the project scope and action item list, explain the project schedule, and validate key project issues.

Monthly Project Delivery Team (PDT) meetings will be held with City staff and other representatives, as necessary, to discuss project issues and work progress. These will typically occur via teleconference, but will periodically be held at the City offices. Dokken will prepare the meeting agenda in consultation with the City Project Manager, distribute the agenda prior to the meeting, arrange for appropriate participants to attend, and prepare and distribute the meeting notes to the participants within five working days after the meeting. Each meeting will have a focus topic in addition to capturing routine discussions. The focus topic will rotate to the most critical topic that month.

Dokken will arrange for representatives from the Reclamation Districts and Caltrans to join the monthly PDT meetings periodically as appropriate.

Dokken will schedule separate meetings with the Central Valley Flood Protection Board, ACOE (408), RD's and adjacent property owners to discuss the project description, timing and answer any questions the stakeholder may have.

### **Task 1.3 Quality Control/Quality Assurance**

Dokken will assign a senior engineer to be the Quality Assurance (QA) Engineer for this project. The QA Engineer will perform a quality review of all project deliverable items. This includes all products prepared by our subconsultants.

The QA Engineer will review the plans and PS&E as it is developed prior to each submittal to the City. Specific progressive actions of QA Engineer will include, but are not limited to:

- 1) Reviewing the plans to confirm the ROW limits, utility relocations and access are all accounted for. Confirming construction details are thorough and address all conform and unique items work.
- 2) Reviewing the plans and special provisions in tandem with the bid item list to ensure all bid items are clearly defined and that item names are used consistently throughout the bid documents.
- 3) Verifying the special provisions address all unique project conditions and contain all the necessary permits and agreements. This includes verifying that information important to bidders is noted and referred to clearly (such as foundation report recommendation and key requirements in the permit conditions).
- 4) Verifying quantity tables are complete, accurate and match the bid item list.



In addition, the Project Manager (PM) will be responsible for the quality control for all products submitted to the City and to the QA Engineer. These actions will include:

- a) The PM will establish a quality expectation among the team and ensure that team members understand the policy for design completeness, inter-discipline coordination and QC checking of their own work.

Each submittal to the City will be accompanied by a transmittal memo. All review comments received will be listed in table and a Dokken response will be prepared to each comment.

- b) Any comments not clearly understood will be flagged for follow up discussions and resolution with the City prior to the next submittal.
- c) Once the required corrections have been made, the lead discipline engineers or PM initial the comment matrix table by each comment after verifying the comment is fully addressed.

## **TASK 2 | SURVEYING, BASE PLAN, PLAT MAPS AND LEGAL DESCRIPTIONS**

UNICO Engineering (UNICO) will provide surveying services, including augmenting the existing topographic base file with ground shots. Dokken will obtain updated Preliminary Title Reports and UNICO will update and reconcile any discrepancies in historic records to resolve the ROW Base Mapping. UNICO will prepare 15 plat maps and legal descriptions necessary to obtain the temporary and permanent right of way – including a plat and legal for the State Lands Commission. Existing Bathymetry in the riverbed will be used for final design.

### **Task 2.1 Supplemental Surveys and Update Base Plan**

UNICO will review existing project information such as topographic mapping used for preliminary studies. UNICO will verify and utilize the existing project horizontal and vertical control for overall project consistency. Once confirmed, UNICO will work with the design team to identify supplemental topographic surveying and base mapping needs. At a minimum, UNICO will locate original ground surface, roadway improvements at conform locations, key utilities, trees and drainage features. The extent of the supplemental survey work will be determined upon review of previous survey base files. UNICO will perform base mapping of all supplemental topographic surveys in an AutoCAD base file format that will include full mapping, 1' contours (0.5 feet in flat terrain) and 3D surface. UNICO will develop and own new base file including inserting and meshing supplemental surveys into the previous topographic survey base file. UNICO will set durable control points along the alignment for utilization of future surveys and construction control.

### **Task 2.2 Updated Right of Way Base Map**

UNICO will review existing project information as related to right of way and boundary mapping and utilize as needed. UNICO will research right of way, boundary mapping and record documentation to establish the right of way and property boundaries along the project limits in preparation for being ready to write plat maps and legal descriptions. UNICO will perform field surveys to locate property markers, monument wells, iron pipes, pins, nails and other record monumentation to confirm and map all affected boundaries and right of way. Once resolved, UNICO will prepare a LANDNET boundary and right of way base file of all right of way and private properties along the project limits. Title Reports for all affected parcels will be provided by the Dokken team. Mapping will include parcel information, ownership details, property lines, easements and right of way lines. The base map will be prepared with sufficient detail for the preparation of plat maps and legal descriptions for acquisition.

### **Task 2.3 Preliminary Title Reports**

Dokken will order 12 Preliminary Title Reports for use in the preparation of appraisals for ROW acquisition.





#### **Task 2.4 Plat Maps and Legal Descriptions**

UNICO will prepare plat maps and legal descriptions for all required right of way acquisition, easements and temporary construction easements (TCE). UNICO has included the preparation of fifteen (15) separate plat maps and legal descriptions. Dokken will furnish CAD files and PDF exhibits for UNICO to prepare all plats and legal descriptions. UNICO will prepare preliminary plats and legal descriptions for Dokken and City review. Upon review, UNICO will make necessary revisions to plats and legal descriptions for recordation.

#### **Deliverables – Task 2**

- Reconciled ROW Base Map
- Up to 12 new Title Reports
- Ground Topographic Surveys
- Plat Maps and Legal Descriptions (15 Total)
- Final Signed and Stamped PDF Plats and Legal Descriptions (15 Total)
- AutoCAD Base File
- Point Files
- 3D Surface File
- Survey Control Diagram

### **TASK 3 | ROADWAY AND DRAINAGE DESIGN**

Dokken will prepare roadway and drainage plans for the project including all the items listed below.

- Roadway Design for Golden Valley Parkway
- Roadway Layouts for the Manthey Turn Around
- RD 2062 Levee Roads & Connections
- Intersection of Brookhurst / GVP
- Roadway Layout for a 4-Lane Ultimate GVP
- Truck & Bus Turning Templates
- RD 17 Levee Road & Connections
- Intersection of Stewart / GVP
- Intersection of Saddler Oak / GVP

#### **Task 3.1 Review 35% Roadway Design and 4-Lane Ultimate GVP**

Dokken will review the 35% plans for the roadway improvements prepared by WSP and confirm application of the design standards. It is not anticipated that changes will be needed as a quality design has been performed.

Dokken will prepare the layout and profile for a 4-lane ultimate GVP from Stewart to Brookhurst. The design will establish grading limits and determine the ultimate ROW needs.

#### **Task 3.2 65% Roadway and Drainage Design**

Dokken will prepare the 65% roadway plans, including the sheets listed below. This submittal will establish utility relocations, further detail roadway design including pavement delineation and signing, as well as define staging methods. Construction details will be developed for general application to the project including: sidewalk, curb ramps, levee road sections and access control features for the Stewart / GVP intersection.

Dokken will run truck and bus turning templates through the 5 project intersections to ensure safe and comfortable truck turns can be made. The turning templates will be run for the CA Legal Truck (65 feet) and Standard Bus (40 feet).

The following sheets will be prepared under this task.

Title Sheet	Profiles/Superelevations
Typical Sections	Pavement Delineation and Sign Plans
Survey and Control Diagram	Construction Details
Layout	Utility Plans
Grading	Construction Area Signs
Traffic Handling	Drainage Profiles and Details



Design sheets for signals, street lighting, and landscape are covered under separate task items.

65% Drainage Design - Dokken will prepare drainage plans for Golden Valley Parkway, the two levee access roads and the intersection modifications at Stewart, Sadler Oak and Brookhurst. The drainage system design will be based on connection to the existing storm drain systems in GVP at Sadler Oak and Brookhurst or discharge to the adjacent ponds. The drainage plans will include layouts, profiles, inlet locations and special details. HGL's will be provided with the plan submittal on graphical output from drainage analysis software.

A few new inlets and modifications to the existing drainage systems are expected along with implementation of BMPs for the removed sections of the existing Manthey Road.

Dokken will prepare drainage runoff calculations and locate deck drain inlets to meet design spread limitations. If necessary, a piping system will be coordinated with bridge designer to route the pipes through the bridge diaphragms and to the roadway drainage system. Discharge to the river is not allowed.

### **Task 3.3 90% Roadway and Drainage Design**

Upon receipt of comments on the 65% submittal, Dokken will prepare a written response to each comment on the 65%. Resolution of comments requiring discussion will be facilitated at the following PDT.

Dokken will proceed with the preparation of the 90% roadway submittal. The 90% plans will include specific details for levee road connections, minor roadside items, fencing, guard rails, quantity sheets, and existing conforms. Plan sheets included in the 65% submittal will receive additional annotation, descriptions, and notes.

Title Sheet	Utility Plans
Typical Sections	Staging Plans
Survey and Control Diagram	Traffic Handling
Layouts, Profiles/ Superelevation	Construction Area Signs
Construction Details	Pavement Delineation and Sign Plans
Grading Plans	Summary of Quantities
Drainage Plans and Profiles	

The Dokken Team will address any constructability issues identified during the 90% review. The City may choose to have a constructability review performed by the construction management team. The constructability issues will be addressed during the 100% design.

90% Drainage Design - Dokken will prepare 90% drainage plans. In addition to completing the drainage layouts, profiles and special details, drainage quantity sheets will be added with the 90% submittal. The submittal will include written responses to comments received from the City on the prior submittal.

Quantities and Estimate - Dokken will prepare a detailed quantity estimate from the 90% plans. Quantities will be calculated using the roadway design software and checked using hand calculations and the design plans. Dokken will incorporate quantities from the subconsultants to comprise a complete project cost estimate with a 15% contingency. The estimate will contain separate columns for participating and non-participating items and quantities.

### **Task 3.4 100% Roadway and Drainage Design**

Upon approval of the 90% plans, Dokken will prepare roadway plans for the 100% submittal. The roadway plan updates will include final quantity tables coordinated with the quantity calculations. The utility sheets will have final disposition of utilities clearly labeled. Any final details required as permit conditions will be added to the plans. All comments from the City, Caltrans (if City desires) and the permit agencies will be responded to in writing and resolution of any challenging comments will be discussed at project meetings.



100% Drainage Design - Dokken will prepare 100% drainage plans, responding to review comments on the 90% and completing coordination of the drainage design with roadway, electrical, erosion control, grading, structures and landscape. The submittal will include written responses to comments received from the City on the prior submittal and responses necessary for permit approvals.

Quantities and Estimate - Dokken will update the quantity estimate from the 90% submittal. Quantities will be updated for all items that are changed between the 90 and 100%. The contingency will be reduced to 10% for the final plans. The project quantities will be prepared and organized by pay item for use by the Resident Engineer for construction.

The estimate will contain separate columns for participating and non-participating items and quantities.

Cross Sections - In conjunction with the 100% roadway plan preparation, Dokken will prepare cross sections for the project at 50-foot intervals and at each driveway or unique location. These cross sections will be used to prepare final quantity check calculations and provide staking information to the bidders.

Working Day Schedule - Dokken will prepare a complete working day schedule for the project to establish a fair and reasonable number of working days. The working day schedule will consider work windows negotiated with the permit agencies.

#### **Deliverables – Task 3**

- Roadway Plan Packages at 65%, 90%, and 100%
- Detailed Response to Comments on the Prior submittal
- River Use Signage Plan for River users
- Erosion Control Plans
- Quantity Calculations
- Engineer's Estimate at 90% and 100% (participating and non-participating)
- Roadway Cross Sections
- Contractor Working Day Schedule

## **TASK 4 | HYDRAULICS**

WRECO will prepare the Bridge Design Hydraulic Study Report for the project with scour depth calculations.

### **Task 4.1 Bridge Design Hydraulic Study Report**

For the Manthey Road Bridge Replacement Project, WRECO will prepare a Bridge Design Hydraulic Study Report for the final bridge design. Hydraulic analysis will be performed for the 50, 100- and 200-year events to cover both Caltrans and CVFPB criteria.

WRECO will attend the Project kickoff meeting and attend one (1) coordination meeting. WRECO will also participate in up to two (2) conference calls with the City of Lathrop (City) and Project Team staff. On a monthly basis, WRECO will provide the Project Team with invoices and progress reports for the Project.

WRECO will perform a field reconnaissance to verify the field conditions with the Project Team.

WRECO has the HEC-RAS hydraulic model of the San Joaquin River set up from prior preparation of the Location Hydraulic Study during the Project Approval and Environment Document (PA/ED) phase of the Project. WRECO will work with the Project Team to finalize the hydraulic model using the final bridge design information. It is assumed that the study will only focus on the preferred downstream alternative (Alternative 3A or 3B).

WRECO will evaluate the temporary condition during construction for the 100-year event, considering the existing bridge, new bridge and the temporary trestle concept.

WRECO will perform the bridge scour analysis to determine the scour potential per the methodology specified in the Caltrans' Memo to Designers 16-1 Hydraulic Design for Structures over Waterways (December 2017). WRECO will make recommendations on the need for scour countermeasures for the proposed bridge per the Caltrans' Highway Design Manual and HEC-23 and Highway Design Manual.

WRECO will prepare a Bridge Design Hydraulic Study Report to summarize the results from the hydraulic and scour analyses.

#### **Deliverables – Task 4**

- Draft & Final Bridge Design Hydraulic Study Report (PDF)
- Response to Comments with each submittal
- Discussion and Hydraulic Analysis of temporary condition during construction

## **TASK 5 | STRUCTURE DESIGN**

Dokken will perform the structures design work in accordance with AASHTO LRFD Bridge Design Specifications with California Amendments current at the time of bridge design, Caltrans Bridge Design Details Manual, Caltrans Bridge Design Aids, Caltrans Bridge Memos to Designs, and Caltrans Seismic Design Criteria (SDC). All plan preparation and quantity calculations are included in these tasks.

San Joaquin River Bridge – Structure design includes the design and independent check of the river bridge.

Levee Road Undercrossing – Structure design includes the design and independent check of the Levee Road Undercrossing for RD17. It is assumed that access to RD2062 levee will be at grade without separate structure.

Retaining Walls - Structure design includes design and independent check of four retaining walls at each corner of the RD17 levee road undercrossing for the project:

- 1) Extension of the north wingwall supporting GVP over the levee at Abutment 5
- 2) Extension of the south wingwall supporting GVP over the levee at Abutment 5
- 3) Approach wall to the RD17 Levee Road UC on the south side supporting the access road
- 4) Approach wall to the RD 17Levee Road UC on the north side supporting the access road

Aesthetics are assumed to be formliners, colored finishes or minor enhancements and no bridge aesthetic package or renderings are included. Aesthetic decisions will be reached in discussions at monthly PDT meetings.

Demolition of Manthey Road Bridge – A general plan of the existing bridge will be prepared to show the limits of removal and any bank restoration.

### **Task 5.1      65% Structures Design**

Upon approval of the bridge type (Precast Girder or Cast-In-Place Box Girder), roadway profile, roadway alignment and bridge typical section, Dokken will develop the design calculations and prepare plans for the structures in accordance with Caltrans Bridge Design Manuals, incorporating recommendations from the Draft Structure Foundation Report (Task 7), environmental documents, and anticipated permit requirements. Design will consider all temporary, permanent and transient loading conditions per the bridge design specifications and Caltrans Manuals. A full set of detailed structure plans will be prepared with consideration for constructability and public safety. The bridge design will include the raised sidewalks on the bridge and include weight provisions for future utilities and overlays.



The detailed structure plans will be quality checked against the 65% roadway, drainage, hydraulic clearances, lighting, and utility plans to ensure compatibility with grading, utilities and conduits in the bridge and bridge lighting details.

**Task 5.2 90% Structures Design and Independent Check**

An independent structure design check will be performed by Dokken. The structure independent check engineer will use the 65%, unchecked detail plan set as a basis for independent structural calculations. A complete structural analysis will be independently performed with no communication with the designer allowed until this task is complete. A thorough review of the details is performed for clarity, capacity, and constructability issues. When the independent check is complete, the checker and designer will compare their results and resolve any differences. The calculations will be corrected so that they agree substantially with each other. Agreement is then reached regarding corrections to the plans. After plan corrections, both the designer and checker will review the corrected details to ensure all concerns have been addressed.

**Task 5.3 100% Structures Design**

After review comments are received from the 90% Bridge PS&E, Dokken will revise the plans and coordinate the necessary changes to the specifications and estimate. Written responses to the City and Caltrans (if City desires) comments will be prepared and provided with the 100% submittal.

**Deliverables – Task 5**

- Structure plan sheets (65%, 90%, and 100%)
- Design calculations for each structure
- Independent design check calculations for each structure
- Independent Check comments
- Trestle/barge layouts for permitting
- Levee Cross Section Details to show Abutment Grading
- Response to Comments for each submittal
- Structure construction working day schedule
- Quantities and Independent Check Quantities

**TASK 6 | SIGNAL AND LIGHTING DESIGN**

**Task 6.1 Traffic Signal Design (3 Locations)**

Dokken will prepare new traffic signal plans for the following intersections:

- 1) Stewart Road / GVP
- 2) Saddler Oak / GVP
- 3) Brookhurst Blvd / GVP
- 4) Signal interconnect in GVP

Dokken will coordinate the location of three (3) new service points necessary for the new signalized intersections. Dokken will coordinate the location of one new electrical service point for the landscape irrigation.

Dokken will obtain as-built plans, base maps, and field check existing field conditions and equipment including intersection lane geometrics. Potential conflicts between overhead/ underground utilities, drainage facilities, etc. and new signal equipment will be noted. Crosswalk striping and curb ramp design will be coordinated with traffic signal pole and pushbutton locations to be ADA compliant. Prior to submitting the 65% traffic signal plans, Dokken will discuss and confirm with the City any specific traffic signal system and interconnect requirements. The three new traffic signals will be interconnected to each other.



The 65% traffic signal plans will be prepared for all 3 intersections. The 65% plans will be submitted to the City for review and comment.

Dokken will prepare 90% and final traffic signal plans based on comments received from the City on the prior submittals. The 90% and final submittal will include a comment response matrix addressing any comment received. Additional details will be added to the 65% plans as the design moves forward.

### **Task 6.2 Bridge and Street Lighting Design**

Dokken will prepare the street and bridge lighting plans for the project that match the lighting style from GVP. Dokken will obtain as-built plans for existing lighting systems and field check existing conditions. Potential conflicts between overhead/underground utilities, drainage facilities, etc. will be noted for the Utility Coordinator.

Dokken will prepare 65% lighting plans for GVP from Stewart Road to Brookhurst Boulevard. The lighting plans will tie into or match the existing street lighting on GVP.

Dokken will prepare 90% and 100% lighting plans incorporating comments received from the City. The plans will be coordinated with the structure, drainage and roadway plans for conduit, electrolier foundations, and pull box locations. Spare Conduits – spare conduits and bridge openings will be installed and provided for in the bridge. At least 3 spare conduits of various sizes should be located in the bridge and at least 2 future utility openings should be planned within the bridge cells if a box girder bridge type is selected.

#### **Deliverables – Task 6**

- Traffic Signal and Interconnect Plans (65, 90 and 100%)
- Street and Bridge Lighting Plans (65, 90 and 100%)
- Electrical Details Sheets
- Electrical Special Provisions at 90 and 100%
- Electrical estimate at each submittal.
- Detailed Response to Comments on prior submittal

## **TASK 7 | GEOTECHNICAL AND HAZARDOUS MATERIALS**

Earth Mechanics, Inc. (EMI) will provide the geotechnical engineering design services for the following design elements:

- (1) Approximately 532-foot long and 55-foot wide new four-span bridge
- (2) Extension of the north wingwall supporting GVP over the levee at Abutment 5
- (3) Extension of the south wingwall supporting GVP over the levee at Abutment 5
- (4) Approach wall to the RD17 Levee Road UC on the south side supporting the access road
- (5) Approach wall to the RD 17Levee Road UC on the north side supporting the access road
- (6) New Roadway Section for Golden Valley Parkway

Geotechnical services for the project are presented below.

### **Task 7.1 Test Borings and Lab Tests**

**Geotechnical Investigation** - EMI's geotechnical field investigations plan is presented in Table 1. The proposed approximate boring depths will be raised if refusal is encountered. Data obtained from some boreholes will be used for multiple design elements.



**Table 1. Proposed Soil Boring Information**

<b>Design Element</b>	<b>Number of Borings</b>	<b>Approximate Depth (feet)</b>
Bridge – Abutments, Retaining Walls at Abutment 5	2	110
Bridge – Piers 2 through 4	3	175
Western Approach Roadway Improvements	1	20
15' x 15' Box Culvert	1	40
Eastern Approach Roadway Improvements	5	10

Abutment borings and roadway borings will be drilled using a truck-mounted or track-mounted drilling rig. The pier borings (in-water borings) will be drilled using a barge-mounted drilling rig equipped with rotary-wash drilling system. It is anticipated that the sectional barge and skid rig are individually transported with a truck to a nearby boat launch ramp. Assembly of the barge and the skid rig will take place before launching to the river. A support boat will be employed to maneuver the barge to the drill site.

EMI field personnel will collect soil samples for laboratory testing, including bulk samples of near-surface soils and small disturbed and relatively undisturbed ring samples of deeper soils. The small disturbed and relatively undisturbed soil samples will be collected using split-spoon samplers at a vertical interval of about 5 feet, alternating between the Standard Penetration Test (SPT) sampler and the Modified California Drive (MCD) sampler. Samples of subsurface soils will be logged during the field investigation, secured in their containers or collected in plastic bags, and transported to the EMI laboratory.

**Laboratory Testing** - Field logs of the boreholes will be reviewed to select representative soil samples for laboratory testing. Various laboratory tests will be performed on soil samples to determine or derive their physical and engineering characteristics. Anticipated laboratory tests include: in-situ density and moisture content, grain size, direct shear, UU triaxial, consolidation, R-value, and soil corrosion tests. Laboratory tests will be conducted in general accordance with American Society for Testing and Materials (ASTM) standards or California Test methods.

**Task 7.2 Permits for Borings**

EMI will prepare a boring location plan, and this plan will be used to secure appropriate encroachment permits and environmental permits for geotechnical field investigation. EMI will secure the well permit and City encroachment permit.

Dokken will obtain permission from RD 2062 and RD17 to perform borings in the vicinity of Abutments 1 and 5. The package will include a description of the boring method, equipment planned to be used, duration, backfill method, planned access and detailed boring plan.

The geotechnical borings are anticipated to occur within waters of the United States and within CVFPB jurisdiction. Dokken will prepare a Section 401 water quality certification application for filing with the Central Valley RWQCB for the geotechnical borings. The application will include the appropriate fee as determined by the RWQCB fee calculator and evidence of California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance. The fee will be paid separately by the City. It is assumed that the geotechnical work will qualify for a Nationwide Permit #6 from the Army Corps of Engineers and will not require notification. In addition, since the borings will not substantially affect the bed, bank, or channel, a separate 1602 Streambed Alteration Agreement is not anticipated from the CA Department of Fish and Wildlife. Based on the timing for geotechnical borings, it is anticipated that a separate (earlier) CVFPB encroachment permit will be needed for the borings, separate and distinct from Task 4.5.

**Task 7.3 Draft and Final Foundation Reports (w/roadway)**

**Geotechnical Engineering Analyses** - Results obtained from the field investigation and laboratory testing will be used to characterize subsurface soils and conditions and create soil profiles for design purpose. The following analyses will be performed for the project:

- Evaluation of seismicity and estimation of Peak Ground Acceleration based on the Caltrans design criteria, and recommendation of ARS curves for bridge structural design.
- Assessment of soil liquefaction potential, seismic settlement, and lateral spreading.
- Foundation analysis for bridge, retaining walls, and box culvert.
- Assessment of global slope stability.
- Evaluation of soil corrosivity conditions and recommendations for mitigation measures.
- Design of pavement structural section in accordance with the Caltrans method, including assessing the need for settlement periods, overexcavation or other soil treatment methods.

**Report Preparation** - EMI will prepare a Geotechnical Report to provide the geotechnical design and construction recommendations for bridge, retaining walls, box culvert, and pavement structural sections. EMI will address any comments resulting from the City of Lathrop review and prepare a final Geotechnical Report.

#### **Task 7.4 Phase 2 Hazardous Materials Studies**

Geocon will perform Phase 2 hazardous materials studies for the project including:

- a) Existing Bridge for asbestos concrete
- b) Existing bridge for lead paint
- c) Manthey Road for lead in the yellow striping
- d) Manthey Road for ADL at the bridge abutments
- e) Farm parcel for pesticides

#### **Asbestos Containing Material (ACM) and Lead Containing Paint (LCP) Survey**

The scope of services for the ACM/LCP Survey includes the following:

- Conduct an asbestos and lead-containing paint (LCP) survey;
- Subcontract with traffic-control company to safely access and sample suspect materials located within the traffic lanes of the bridge deck;
- Collect up to 20 bulk material samples for asbestos analysis by polarized light microscopy (PLM);
- Analyze up to two (2) of the bulk asbestos samples by PLM point count methodology (1,000 points);
- Collect up to eight (8) samples of paint for lead analysis by Environmental Protection Agency (EPA) Test Method 6010B;
- Analyze up to six (6) of the paint samples for soluble lead using the Waste Extraction Test and six (6) of the paint samples for soluble lead using the Toxicity Characteristic Leaching Procedure test; and
- Prepare an asbestos and LCP survey letter report.

During the asbestos and LCP survey, Geocon staff will:

- Conduct a walkthrough inspection of the bridge to identify and inventory suspect asbestos-containing materials (ACM) and potential LCP.
- Collect representative bulk samples of suspect ACM and submit using chain-of-custody documentation to a laboratory accredited under the National Voluntary Laboratory Accreditation Plan for the analysis of asbestos in bulk material samples.
- Analyze suspect ACM samples collected during the surveys on a 5-day turnaround time using PLM according to the EPA-recommended method.
- Collect bulk samples of potential LCP using techniques presented in United States Department of Housing and Urban Development (HUD) guidelines. In addition, each painted area sampled will be evaluated for evidence of deterioration such as flaking or cracking.





- Submit paint samples to a California-licensed and Department of Public Health-accredited laboratory for lead analyses in accordance with EPA Test Method 6010B under chain-of-custody protocol on a 5-day turnaround time.
- Prepare one electronic version of a final asbestos and LCP survey letter report that will include a general property description, sample/laboratory analytical results, ACM and deteriorated LCP quantities, types, condition, and locations, photographs of identified ACM and LCP, and inspector/laboratory certification data. Bridge structure drawings illustrating sample locations will also be included in the reports. The drawings will be proportional, but not to-scale.
- It is not Geocon's intent during this survey to conduct an evaluation of lead-based paint hazards in accordance with HUD guidelines.

A reasonable effort will be made to identify suspect ACMs and LCPs. However, this does not imply a guarantee that all possible sources will be identified as certain materials may be hidden by structural materials or may be otherwise inaccessible. During future renovation or demolition operations, suspect ACMs and potential LCP may be uncovered. These materials should be treated as ACM and LCP, respectively, until evaluation, sampling, and analysis indicate otherwise.

Soil Sampling at Bridge Abutments and on Suspect Ag Parcel

The scope of services for the soil sampling at the bridge abutments and suspect agricultural parcel includes the following:

- Collect two surface soil samples at the bridge abutments for the existing bridge using hand-auger sampling techniques;
- Collect six surface soil samples on Assessor's Parcel Number 241-020-63 where impacts due to historical operations may be present using hand-auger sampling techniques;
- Analyze two (2) soil samples for total lead by EPA Test Method 6010B;
- Analyze six (6) soil samples for arsenic by EPA Test Method 6010B;
- Analyze six (6) soil samples for organochlorine pesticides and herbicides by EPA Test Methods 8081A and 8151; and
- Prepare a letter report documenting the findings of the soil sampling and analysis.

<b><u>Deliverables – Task 7</u></b>	
▪	Permits for Borings (LD, RD, 401, County)
▪	Test Borings (including borings in the river) and Lab Tests
▪	Draft and Final Foundation Reports
▪	Asbestos Containing Material Lead Containing Paint Survey
▪	Aerially Deposited Lead Tests at Bridge Abutments
▪	Soil Sampling on Ag Parcel

**TASK 8 | RIGHT OF WAY ENGINEERING, APPRAISAL AND ACQUISITION**

Dokken Right-of-Way team will perform appraisal and acquisition services for the project. We have included scope and budget for acquisition from 6 ownerships of the necessary property to be acquired. The acquisition is expected to include ROW in Fee, Easements and Temporary Construction Easements.

The following number of right-of-way acquisitions are anticipated:

<b>Description</b>	<b># Anticipated</b>
Property Owner Exhibits	12 APN's
Temporary Construction Easements	6
Permanent Right of Way	5
Number of Negotiations	6



### **Task 8.1 Right of Way Requirements Determination**

Using the layout, bridge and grading design, Dokken will set the necessary right of way for review by the City. To encourage understanding by all parties, including the owners, Dokken will prepare an exhibit for each affected APN. Dokken will show the proposed right-of-way and temporary construction easement requirements for each parcel and depict the impacts on the individual parcel exhibits. These exhibits will consist of an aerial photograph of the parcel, with the boundary information, owner, APN, address, parcel size and acquisition area all shown. The exhibits will be used by the team to identify impacts to the affected properties, including those items that should be addressed by the design including fences, access, drainage, or driveways. These exhibits will be shared with the owner and appraiser to facilitate their understanding of the project.

Dokken's right of way team will collaborate with the design team and involved City staff to review all detailed project design and right of way requirements and participate in work sessions and field visits to identify real property impacts and potential refinements that may minimize impacts or simplify and reduce potential right of way requirements.

### **Task 8.2 Appraisal Reports**

Six appraisal reports will be prepared by licensed General Real Estate Appraisers. Notice of intent to appraise letters along with acquisition policy brochures will be provided to all impacted property owners. Appraisals will be arranged so that the property owner may accompany the appraiser during the inspection of the property. This allows the property owner the opportunity to provide additional information to the appraiser.

All appraisals will be prepared by an appraiser licensed with the State of California and will comply with all laws applicable to the specific appraisal and the Uniform Standards of Professional Appraisal Practice 49 CFR 24.2(a)(3). Appraisals will include a summary and a complete analysis for all valuation conclusions. Documentation obtained during the inspection, such as pictures, will be included in each report. Title information pertaining to ownership, drawings, and information relative to the parcel will be reviewed by the appraiser.

### **Task 8.3 Appraisal Reviews**

Upon acceptance and approval of the property appraisals, an independent appraisal review will be completed by Ryan Valuation Services. The review includes inspecting sales to determine comparability, reviewing appraisal for conformance to Uniform Standards of Professional Appraisal Practice, reviewing "highest and best use" conclusions, examining valuation methods, analyzing exhibits, checking mathematical calculations, and preparing a narrative report that describes the review process and sets forth the reasoning behind the review. An appraisal review is required to ensure that the appraisal is based on sound appraisal theory, contains appropriate documentation to support the appraisers' conclusions and complies with regulatory codes. A recommendation of just compensation is then made based on the reviewed, collected, assembled, correlated, and analyzed data. The appraisal review will also be performed by an appraiser licensed to meet 49 CFR 24.2.

### **Task 8.4 Acquisition and Escrow Services**

Dokken ROW staff will work closely with Caltrans through the City to ensure proper certification, documentation, and procedures are implemented and that the latest Caltrans procedures are followed.

Dokken Engineering will do the following:

- Attain title reports, maps (engineering plans), plat maps and legal descriptions;
- Review title reports and implement solutions for items that may affect title or cause a delay in escrow;
- Provide all gathered information to the appraiser and attain a detailed timeline to complete the assigned task;



- Monitor progress and provide any additional information to the designated appraiser;
- Review all reports supplied by the appraiser for quality assurance;
- Provide draft reports to the review appraiser for final review and recommendations;
- Prepare draft acquisition documentation for City review and approval;
- Provide final appraisal report, appraisal review, and acquisition documentation to the City for final review;
- Prepare staff reports for approval of just compensation;
- Make offers in person to each property owner;
- Attain executed acquisition documentation from each affected property owner;
- Provide possession documentation in lieu of purchase contracts;
- Deliver fully executed documentation to escrow company/title officers to close escrow and provide title insurance. Escrow company will send payment request and escrow statement to City for direct payment of fees, title insurance and closing costs. Dokken will be assisting the escrow officer on closing escrows and ensuring all documentation is being provided to all parties
- Coordinate the close of escrow and provide original copies of acquisition files to the City (for acquisition documents that Dokken holds the originals, these will be provided to the City. However, some documents such as recorded deeds and offer letters will only be copies);

Provide the City with original acquisition files.

Summary Statement: Dokken will complete a Summary Statement Relating to the Purchase of Real Property or an Interest Therein (Caltrans Exhibit 8-EX-16) for each property. This document will be delivered to property owners with the offer package during the initial meeting.

Negotiate for Right of Way: Acquisitions will be required from six parcels. All "Good Faith Negotiations" will be completed by Dokken Engineering's Right of Way Team. After completion of the appraisal process and just compensation determination, Dokken will prepare the offer package and meet with all owners in person to present and explain the offer package details. The offer package will include the offer letter, written summary of just compensation with supporting appraisal information, property owner exhibit showing property map with right of way take locations, Title VI information, "Your Property – Your Transportation Project" booklet. Dokken will negotiate with the property owner to arrive at a mutually agreeable settlement and prepare necessary purchase agreements such as Grant Deeds from private parcels, Easement Deeds from Reclamation Districts, and Temporary Construction Easement Deeds. Dokken will obtain receipt of delivery of offer and/or present and secure tenant information statements, as applicable, during the initial meeting.

Dokken will work closely with the City to aid in the recommendation of the appropriate course of action regarding the various acquisitions with property owners requesting additional compensation and/or services beyond the initial offer package. Recommended settlement packages with justifications and impasse letters will be provided to the City for review. Working with the property owners to agreeable terms will be Dokken's focus. This scope assumes that condemnation will not be necessary.

Escrow Coordination: Upon reaching an agreement on the terms and conditions of the acquisition with the property owner, Dokken will be available to assist the City in opening escrow. Dokken will supply fully executed agreements along with other supporting information to escrow to close each transaction. Dokken will work closely with the City to assist in the timely closing of all transactions. For the convenience of the property owner, our right of way team has a California Notary who will be available to notarize any documentation that is required. Fully executed deeds and easements will be delivered to the City for acceptance prior to recording. In the event escrow services are not required, Dokken is available to perform these services and record the required documentation.



### **Task 8.5 Caltrans Right of Way Certification**

Dokken will coordinate with the City and supply all required documentation for the right of way certification. Dokken will review all acquisition documents for proper and complete execution, including formal acceptance.

The original acquisition file for each affected parcel will be provided to the City upon completion of the project. Each acquisition file will contain property information, diary report, written correspondence, just compensation documentation, appraisal(s), offer package, negotiations, title documentation, copies of recorded documents, construction contract work documentation and all applicable documentation.

#### **Deliverables – Task 8**

- Appraisals Reports
- Appraisal Review Reports
- Summary Statement Relating to the Purchase of Real Property or an Interest Therein (Caltrans Exhibit 8-EX-16)
- Right of Way Agreements, Grant and Easements Deeds, Administrative Settlements, Diaries, Written Summary of Acquisitions, Impasse Letters
- Escrow Documents and Closing Statements
- Right of Way Certification Documentation, Original Acquisition Files, Construction Contract Work Documentation

## **TASK 9 | PERMITTING AND AGREEMENTS**

Dokken will secure all required permits and agreements for the project, including the CVFPB Permit and 408 review (see **Task 9.5**, US Coast Guard Permit, 401 Water Quality Certification, Army Corps of Engineers 404 Permit/Section 10, CDFW 1602 Streambed Alteration Agreement, San Joaquin County Multi-Species Conservation and Open Space Plan Agreement and State Land Commission Lease. As stated in the City's Request for Proposals, permitting fees and other associated application costs will be paid by the City. These fees are not included in Dokken's cost proposal. Additionally, focused bat surveys will be conducted and included in the CDFW 1602 Streambed Alteration Agreement.

### **Task 9.1 401 Water Quality Certification**

Section 401 of the CWA requires that the discharge of dredged or fill material into waters of the United States does not violate state water quality standards. As required by Section 404, the water quality certification must be obtained for permit compliance. Dokken will prepare a Section 401 water quality certification application for filing with the Central Valley RWQCB. The application will include evidence of CEQA and NEPA compliance, explanations of project's impacts (including removal of the existing bridge), quantification of permanent and temporary effects to waters, documentation of avoidance and minimization measures, and a proposal for any mitigation. Dokken will determine the appropriate application fees by utilizing the RWQCB fee calculator (fees to be paid by the City).

### **Task 9.2 US Coast Guard Permit**

Dokken will prepare a Coast Guard Bridge Permit Application upon approval of the project CEQA and NEPA Documents. We anticipate comments from the Coast Guard on the application submittal and a subsequent revision cycle for a second submittal. If the comments are not completely clear, Dokken will meet with the Coast Guard to discuss them. The Coast Guard will then circulate the application for public comment and Dokken will address any resulting public notice comments to allow the completion of the permit. The final Coast Guard Permit is needed before the project can secure the United States Army Corps of Engineers 404 Nationwide Permit #15.



### **Task 9.3 Army Corps of Engineers 404 Permit/Section 10**

The project will result in discharge of material into waters of the U.S. The project will require authorization from the United States Army Corps of Engineers (ACOE) under Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbor Act.

For compliance with Section 404, Dokken will prepare a Pre-Construction Notification (PCN) to request authorization under Nationwide Permit (NWP) 15 (U.S. Coast Guard Approved Bridges). This NWP is subject to specific and general conditions that must be met for the Project to qualify for authorization. Dokken will prepare the PCN, which will include a Project description, construction methodology, quantification of permanent and temporary impacts on waters of the United States, and information to demonstrate compliance with the specific and general conditions applicable to NWPs 15, including compliance with the federal Endangered Species Act (ESA), and with Section 106 of the National Historic Preservation Act (NHPA).

For compliance with Section 10, the same PCN discussed above will be used to secure authorization. Section 10 is included in a portion of the PCN application and discussions with ACOE for Section 10 authorization will occur concurrent with the Section 404 NWP process.

Before the final Section 404 and Section 10 authorizations can be given, the Section 401 Certification, Coast Guard authorization, and Section 408 permission need to be final. Dokken will coordinate with ACOE staff to ensure the authorizations are obtained prior to construction bidding which will ensure all permit requirements are included in the special provisions.

### **Task 9.4 CDFW 1602 Streambed Alteration Agreement**

A streambed alteration agreement (SAA), in compliance with Section 1600 of the California Fish and Game Code, is required because the proposed project would substantially alter the San Joaquin River and associated habitat. Dokken will prepare the required notification package to request a SAA from CDFW. The application package will describe, among other items, the project features; construction period; construction methods; and impacts on the river. Detailed project plans and an application fee also will accompany the notification package. As with the Section 401 water quality certification, CDFW will require evidence of CEQA compliance prior to issuing a SAA for the project.

### **Task 9.5 Central Valley Flood Protection Board Permit (Includes ACOE 408)**

Preliminary Info Package and Meeting(s) - Dokken will prepare an engineering package to submit to each of the reclamation districts and the CVFPB for review. Following the submittal we will meet with the reclamation districts and the CVFPB to explain the design and functionality of their levee access roads. The project team will provide a detailed presentation on how the project meets Title 23 requirements and satisfies the access requests of the reclamation districts. This will be the start of the permitting process with the CVFPB. If not already secured, this meeting will also afford a second or third opportunity to resolve any remaining comments the reclamation districts have and to secure their endorsement letters and conditions. These comments may include gates/bollards, their maintenance operations during construction, clearances, and discussing the timing of construction.

Full Application Package - After the initial meeting(s), Dokken will prepare the Permit Application submittal to the CVFPB. Dokken will prepare the full CVFPB Permit Application package in electronic and hard copy formats. It will include all the documentation needed for CVFPB and ACOE 408 reviews to occur. In this case, the ACOE staff will act as the technical engineering review for the CVFPB and these reviews take extensive time. Dokken will include the following in the CVFPB/ACOE408 Submittal:

- Cover Letter Describing the Project
- Permit Application Form
- Description of the Project & Exhibit Highlighting Information Pertinent to the Application
- Environmental Assessment Questionnaire
- RD Endorsement Letters and Conditions
- Photos



- Project Plans, including any tree removals
- Hydraulic Summary and Analysis
- Location Hydraulic Study
- Geotechnical Analysis for the Abutments and Retaining Walls
- Trestle plans for new bridge and existing
- Draft Structure Foundation Report
- NEPA Environmental Assessment Validation

CVFPB has its own 6-page questionnaire, called the Environmental Assessment Questionnaire, that condenses the environmental impacts into certain topics they want discussed. It gives them a streamlined summary of the environmental impacts they are concerned with. This is a required component of their application and they use this to obtain an internal environmental sign off within the DWR.

Dokken will follow up with CVFPB assigned permit manager to ensure the application is making its way through the various departments at the CVFPB. Once CVFPB agrees the application is complete, they will forward it to the ACOE 408 unit for technical engineering review of the impacts to the levees.

It is anticipated that any utilities wishing to relocate into the new bridge will require a separate CVFPB permit package and approval prior to locating in the bridge. The effort to prepare these packages and obtain a CVFPB approval for these utility permits is not included.

Reclamation District Endorsements - Dokken will obtain approval to construct the project from RD 17 and RD 2062. Approval will be obtained by submitting proposed project plans and application for District review. The submittal will be full submittal for the CVFPB, but with a separate cover letter explaining project status. The cover letter will request the reclamation district reply with their concurrence or requests to the CVFPB with a copy to the City of Lathrop for coordination. We will also include a response to any concerns they have noted in the prior introductory communications.

RD staff may be invited to the project meetings periodically to facilitate their cooperation with this approval and with right of way acquisition.

Approval from the district is required before the CVFPB will issue the permit to construct the project.

#### **Task 9.6 Caltrans Encroachment Permit**

Dokken will prepare and submit an application for a Caltrans Encroachment Permit along Manthey Road. The purpose of the permit will be to obtain additional operating space for the Contractor to remove and demolish the existing Manthey Road Bridge. Dokken will address comments on the submittal package and make resubmittal as necessary.

#### **Task 9.7 State Land Commission Lease Agreement**

Dokken will obtain a State Land Lease for the City of Lathrop for the new crossing location. This effort will include the following process:

- 1) Preliminary Information Package submitted to the State Lands Commission (SLC)
- 2) Meet with the SLC to explain the scope of the project. This allows us to explain the project to their various in-house departments which all have approval authority and different needs. It also will avoid unnecessary resubmittals by obtaining the SLC group input early.
- 3) Assumes a Public Access Feasibility Study will not be required.
- 4) Determine if any utilities want to be on the new bridge – they will need to obtain separate State Land Leases. Dokken will advise the utilities on how to complete this process, but hours to prepare applications and coordinate separate land lease documents for utilities have not been include.
- 5) Dokken will complete and submit the Application for Lease of State Lands requesting a new lease for the new crossing location. Dokken will coordinate with the State Lands



Commission to ensure the application is processed and answer questions the commission staff may have.

- 6) The City will be responsible for the necessary application and lease renewal fees.

<b>Deliverables – Task 9</b>
<ul style="list-style-type: none"><li>▪ US Coast Guard Permit</li><li>▪ 401 Water Quality Certification</li><li>▪ Army Corps of Engineers 404 Permit/Section 10</li><li>▪ CDFW 1602 Streambed Alteration Agreement</li><li>▪ Caltrans Encroachment Permit for State lands along Manthey Road</li><li>▪ State Land Commissions Lease</li><li>▪ Focused Bat Survey + Report</li><li>▪ Response to Comments with each submittal</li><li>▪ Central Valley Flood Protection Board Permit for Bridge</li><li>▪ Reclamation District 17 Endorsement &amp; Conditions</li><li>▪ Reclamation District 2062 Endorsement and Conditions</li></ul>

## TASK 10 | UTILITY COORDINATION

Utility coordination will include the following that have facilities in Lathrop: Comcast, Kinder Morgan, Level 3, PG&E, AT&T/Pacific Bell, Sprint, South San Joaquin Irrigation District, and City street lighting or communications. This effort will start with the Utility Base Map and the as-built plans provided in response to the A Letters. With a major new river crossing, some may want to request locations in the new bridge for current or future installations, however the pedestrian bridge upstream carries many wet utilities already. The AT&T conduit suspended across the existing bridge will require relocation, which is anticipated to the pedestrian bridge. Other potential impacts include a pole relocation and minor modifications to manhole lids and valve covers in the intersections.

Because GVP, the levee roads, and the bridge are on new alignments, no potholing is anticipated. The GVP intersections are modern construction and as-builts combined with manhole/vault inspection are assumed to provide adequate depth of existing utilities. If potholing is found to be necessary, the contract can make it a first order of work for the contractor.

Dokken understands that WSP previously issued Utility A letters to the owners on the project and received as-built plans from the utility companies. Therefore, no cost has been included for Utility Letter "A". Dokken requests the existing facility maps obtained by WSP during the A letter process and any as-built plans for the intersections within the project limits.

### Task 10.1 Confirm and Update Utility Base Map

Dokken will review the existing utility base file and make any updates observable. Dokken will verify the as-built intersection utilities and utility facility maps have been depicted appropriately in the utility base file.

### Task 10.2 Utility Conflict Letter "B" and Coordination

Dokken will prepare "B" letters to the affected utility owners (or Notice of Conflict Letters) for City review and approval prior to transmitting conflict and draft relocation plans to utility owners. The plans will show possible utility locations on the bridge cross sections. The transmittal letter will clearly identify this project as a City Project. Dokken will send the plans of the 65% submittal showing the existing utility location information to the utility companies for their review and comment. This will provide notice to the utility companies of the approved alignment and will facilitate continued coordination. The utilities in conflict will be highlighted with a suggested relocation plan shown. For relocations, Dokken will coordinate with the utility owners to secure a liability letter and utility owner relocation plan for utility portion of the right of way certification.



**Task 10.3 Utility “Notice to Relocate” Letter “C”**

Dokken will prepare letters to affected utility owners for City review and approval prior to transmitting final plans to utility owners. The letter will clearly identify this project as a City project. Two sets of final plans will be provided to each utility owner. The letter will indicate to the utility owners that these are final plans and an explanation of changes since the draft plans will be provided. A written confirmation of the utility relocations (or schedule to relocate) will be requested from the utility companies.

**Task 10.4 Utility Package Approvals with Local Assistance**

For each affected utility Caltrans requires approval of a utility package submittal. Dokken will prepare these packages including documents from the owners including: Liability Letter, Relocation Plans, Report of Investigation and estimate for correlation with the items in the project estimate.

Dokken will prepare the utility portion of the Caltrans Local Assistance Right of Way Certification. The utility certification will be coordinated with Caltrans until approval is obtained.

**Deliverables – Task 10**

- Updated Utility Base Map
- Utility Conflict “B” Letters
- Field Meetings with Utilities
- Report of Investigations
- Liability Letters and Relocation Plans
- Notice to Relocate “C” Letters
- Utility Package Approvals with Caltrans

**TASK 11 | LANDSCAPE DESIGN**

This task includes the preparation of landscape and irrigation plans by Estrada Land Planning. The landscape scope in this proposal is for GVP from Stewart Road to Brookhurst Boulevard.

**Task 11.1 65% Conceptual Landscape and Irrigation**

- Kick-off Meeting: Estrada Land Planning will attend an initial meeting and/or conference call with the Project Development Team to discuss the approach to the project, scope of work, schedule and address any questions or requests for information.
- Site Inventory / Field Verification: Estrada will conduct a site visit to obtain a general understanding of the project area, confirm existing site conditions, conduct field inventory review and documentation of existing vegetation and irrigation systems. The site will be documented using digital photographs, field notes and observations. The photographs will serve as photographic record of existing conditions for use during the design phase.
- Planting Plans, Legend and Details: These plans will indicate the plant types, locations, sizes, quantities, and planting-related materials.
- Irrigation Plans, Legend and Details: The plans will indicate diagrammatic location, type, and sizes of all proposed irrigation materials. Irrigation system points of connection, preferred material types and installation methods shall be coordinated with the City of Lathrop.
- Opinion of Probable Construction Costs: Using the 65% design plans, Estrada Land Planning will develop a preliminary engineer’s estimate of the costs to construct the proposed landscape improvements.
- Quality Control / Quality Assurance: Consultant will provide an in-house review of all plans and specifications prior to delivery to Client. Quality control check will be performed at each submittal phase.



### **Task 11.2 90% Landscape, Irrigation, Cost Estimate and Specifications**

Estrada Land Planning shall prepare landscape architectural and irrigation PS&E documents at the 90% level. The work will be performed in accordance with the Caltrans Landscaping Manual, the Caltrans Standard Plans and Specifications and the City of Lathrop Engineering Standards. CAD drawings shall be in ACAD format with layering per Caltrans Drafting Standards. Specifically, this task will include the following:

- Research / Review of Existing Irrigation As-Built Information: Estrada shall request as-built information as available from the City of Lathrop and review the existing irrigation systems to determine alternatives for continuation of irrigation systems or the design of new independent systems for the new landscape improvements.
- Planting Plans, Legend, Details: These plans will indicate the plant types, locations, sizes, quantities, and planting-related materials.
- Irrigation Plans, Legend and Details: The plans will indicate diagrammatic location, type, and sizes of all proposed irrigation materials. Irrigation system points of connection, preferred material types and installation methods shall be coordinated with the City of Lathrop and Caltrans
- Opinion of Probable Construction Costs: Using the 90% design plans, Estrada Land Planning will develop a preliminary engineer's estimate of the costs to construct the proposed landscape improvements.
- Specifications: Using the Caltrans Standard Plans and Specifications, develop preliminary landscape specifications to be submitted with the 90% design plans.
- Prepare Comment Responses: Prepare written comment responses to the 90% review comments.
- Quality Control / Quality Assurance: Consultant will provide an in-house review of all plans and specifications prior to delivery to Client. Quality control check will be performed at each submittal phase.

Estrada will submit water requirement calculations to the City Water Department for the new planting and irrigation systems.

### **Task 11.3 Final Landscape, Irrigation, Cost Estimate and Specifications**

Upon receipt of review comments from Dokken and the City of Lathrop, for the 90% submittal, Estrada will prepare the Final PS&E submittal. Specifically, this task will include the following:

- Planting Plans, Legend, and Details: Estrada will prepare the Final PS&E submittal.
- Irrigation Plans, Legend and Details: Estrada will prepare the Final PS&E submittal.
- Opinion of Probable Construction Costs: Estrada will prepare the Final cost estimate.
- Specifications: Estrada will perform supplemental editing to incorporate Final landscape specifications into the master specification documents.
- Prepare Comment Responses: Prepare written comment responses to the 90% review comments.
- Quality Control / Quality Assurance: Consultant will provide an in-house review of all plans and specifications prior to delivery to Client. Quality control check will be performed at each submittal phase.



**Deliverables – Task 11**

- Water use calculation submittal to City Water Department
- Landscape and Irrigation Plans from Stewart Road to Brookhurst Boulevard for 65%, 90% and 100% submittals
- Detailed Response to Comments on prior submittals

**TASK 12 | TECHNICAL SPECIAL PROVISIONS**

Project Technical Special Provisions will be based upon the Caltrans Standard Specifications and Standard Special Provisions.

A detailed bid item list will be prepared to establish the list of pay items for the construction contract. The item list will be based upon items from the Caltrans Basic Engineering Estimate System.

The bid book, notice to bidders, bid forms, bid bond requirements and sample contract will be prepared by the City. The City will also prepare Sections 1-10 of specifications (the front end).

**Task 12.1 90% Technical Special Provisions**

Dokken will prepare a full set of construction special provisions for the project in Microsoft Word for the 90% submittal, gathering all necessary input from the subconsultants and available permit information. The special provisions will encompass all aspects of the construction, including the implementation of the environmental mitigation measures and permit-related requirements.

The draft special provisions will be submitted with hidden text visible and changes tracked to highlight the editing performed by the design team. This editing format will comply with Caltrans procedures for editing special provisions included in Style Guide and Construction Contract Development Guide.

After completion of the special provisions, Dokken will facilitate a constructability meeting review with the City and the project Resident Engineer. The purpose of the meeting will be to review the project permit conditions, work windows, construction methods and estimated working days to ensure the project challenges and constraints are made clear in the contract documents going into the bid phase.

**Task 12.2 100% Technical Special Provisions**

Dokken will review the City comments on the draft specifications and discuss any revisions. The draft specifications will be updated for the final construction documents. Dokken will ensure that the pay items described in the Project Specifications have been thoroughly checked against all call outs in the plans and that all items of work are fully described.

Dokken will review the bid book prepared by the City and provide written comments or comments in track changes mode in Word to the City.

**Deliverables – Task 12**

- Project Item List
- Draft Technical Special Provisions
- Response to City Comments
- Final Technical Special Provisions
- Comments on Bid Book (prepared by City)



## **TASK 13 | ADVERTISING AND BID SUPPORT**

### **Task 13.1 Resident Engineer's File**

Dokken will prepare a Resident Engineer's File with all design information necessary for the construction management personnel. The file will contain the project quantities, estimate, notes about any unique issues the Resident Engineer should be aware of, bridge joint setting calculations, 4-scales for setting bridge deck grades, foundation report for the bridge, and annotated cross sections for the project.

### **Task 13.2 Advertising Support**

Dokken will provide assistance, as required, to the City, during bidding of the project. This work includes answering questions from prospective bidders and providing interpretation and clarification of the construction documents. Dokken will also attend a pre-bid meeting to answer Contractor questions during the bid phase.

Dokken will prepare any necessary Bid Addendums, including revised plan sheets, clarifications or additions to the specifications.

#### **Deliverables – Task 14**

- Resident Engineer (RE) File
- Bid Addendums (if necessary)
- Response to Bidder Questions
- 4-Scale Drawing for Construction

## **TASK 14 | CONSTRUCTION SUPPORT (Scope to be refined and added by Amendment in CON Phase)**

Design Support During Construction was included in the RFP and is anticipated to be added to the Contract by Amendment when the City receives authorization for the "Construction Phase" of the work by Caltrans. This is anticipated to be hourly work on an on-call basis as requested by the City. This work includes providing environmental and engineering support to the City and Resident Engineer during construction.

END OF SCOPE OF WORK

TASK DESCRIPTION	DOKKEN ENGINEERING			WRECO			EARTH MECHANICS, INC.			UNICO ENGINEERING			ESTRADA PLANNING (LANDSCAPE DBE)			GRAND TOTAL FEE	GRAND TOTAL OTHER DIRECT COSTS	GRAND TOTAL COST
	FEE	OTHER DIRECT COST	TOTAL COST	FEE	OTHER DIRECT COST	TOTAL COST	FEE	OTHER DIRECT COST	TOTAL COST	FEE	OTHER DIRECT COST	TOTAL COST	FEE	OTHER DIRECT COST	TOTAL COST			
<b>TASK 1 - PROJECT MANAGEMENT</b>	<b>FULLY BURDENED RATE 10.00%</b>																	
1.1 Project Management	\$ 19,840.87	\$ -	\$ 19,840.87	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.2 Project Meetings	\$ 7,215.05	\$ -	\$ 7,215.05	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.3 Quality Control/Quality Assurance	\$ 7,684.72	\$ -	\$ 7,684.72	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 4,941.09	\$ -	\$ 4,941.09	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 9,000.00	\$ 9,000.00	\$ 18,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TASK 2 - SURVEYING, BASE PLAN, PLAT MAPS &amp; LEGAL DESCRIPTIONS</b>	\$ 1,028.07	\$ -	\$ 1,028.07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.1 Supplemental Surveying and Updated Base Plan	\$ 589.74	\$ -	\$ 589.74	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.2 Updated Right of Way Base Map	\$ 175.33	\$ -	\$ 175.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.3 Preliminary Title Reports	\$ 87.66	\$ 9,000.00	\$ 9,087.66	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.4 Plat Maps and Legal Descriptions	\$ 175.33	\$ -	\$ 175.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TASK 3 - ROADWAY &amp; DRAINAGE DESIGN</b>	\$ 51,144.53	\$ -	\$ 51,144.53	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.1 Review 35% Roadway Design & 4 Lane Ultimate GVP	\$ 2,810.58	\$ -	\$ 2,810.58	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.2 65% Roadway & Drainage Design	\$ 24,501.43	\$ -	\$ 24,501.43	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.3 90% Roadway and Drainage Design	\$ 14,431.17	\$ -	\$ 14,431.17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.4 100% Roadway and Drainage Design	\$ 9,401.35	\$ -	\$ 9,401.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TASK 4 - HYDRAULICS</b>	\$ 446.29	\$ -	\$ 446.29	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.1 Bridge Design Hydraulic Report	\$ 446.29	\$ -	\$ 446.29	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TASK 5 - STRUCTURE DESIGN</b>	\$ 43,495.41	\$ -	\$ 43,495.41	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.1 65% Structures Design	\$ 24,742.64	\$ -	\$ 24,742.64	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.2 90% Structures Design & Independent Check	\$ 13,776.61	\$ -	\$ 13,776.61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.3 100% Structures Design	\$ 4,976.16	\$ -	\$ 4,976.16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TASK 6 - SIGNAL AND LIGHTING DESIGN</b>	\$ 5,051.60	\$ -	\$ 5,051.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6.1 Traffic Signal Design (3 Locations)	\$ 2,866.89	\$ -	\$ 2,866.89	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6.2 Bridge and Street Lighting Design	\$ 2,184.71	\$ -	\$ 2,184.71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TASK 7 - GEOTECHNICAL AND HAZARDOUS MATERIALS</b>	\$ 4,288.39	\$ 12,715.00	\$ 17,003.39	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7.1 Test Borings & Lab Tests	\$ 147.70	\$ -	\$ 147.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7.2 Permits for Borings	\$ 1,841.22	\$ -	\$ 1,841.22	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7.3 Draft and Final Foundation Reports (w/ Roadway)	\$ 2,141.14	\$ -	\$ 2,141.14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7.4 Phase 2 Hazardous Materials Studies	\$ 158.33	\$ 12,715.00	\$ 12,873.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TASK 8 - RIGHT OF WAY ENGINEERING, APPRAISAL AND ACQUISITION</b>	\$ 8,969.41	\$ 19,600.00	\$ 28,569.41	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8.1 ROW Requirements Determination	\$ 1,067.91	\$ -	\$ 1,067.91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8.2 Appraisal Reports (6)	\$ 310.54	\$ 14,500.00	\$ 14,810.54	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8.3 Appraisal Reviews (6)	\$ 272.29	\$ 5,100.00	\$ 5,372.29	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8.4 Acquisition and Easement Services	\$ 6,354.35	\$ -	\$ 6,354.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8.5 California Right of Way Certification	\$ 964.31	\$ -	\$ 964.31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TASK 9 - PERMITTING AND AGREEMENTS</b>	\$ 10,976.92	\$ -	\$ 10,976.92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9.1 401 Water Quality Certification	\$ 1,199.41	\$ -	\$ 1,199.41	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9.2 US Coast Guard Permit	\$ 1,417.51	\$ -	\$ 1,417.51	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9.3 ACQE 404 Permit/Section 10 Rivers and Harbors Act	\$ 1,208.71	\$ -	\$ 1,208.71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9.4 COPV 1602 Streambed Alteration Agreement	\$ 1,664.30	\$ -	\$ 1,664.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9.5 Central Valley Flood Protection Board Permit (Includes ACQE 408)	\$ 3,353.83	\$ -	\$ 3,353.83	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9.6 California Encroachment Permit	\$ 574.87	\$ -	\$ 574.87	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9.7 State Land Commission Lease Agreement	\$ 1,558.30	\$ -	\$ 1,558.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TASK 10 - UTILITY COORDINATION</b>	\$ 4,654.72	\$ -	\$ 4,654.72	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10.1 Confirm and Update Utility Base Map	\$ 1,046.66	\$ -	\$ 1,046.66	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10.2 Utility Conflict Letter "gr" & Coordination	\$ 1,180.55	\$ -	\$ 1,180.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10.3 Utility Notice to Relocate "C" Letters	\$ 1,094.48	\$ -	\$ 1,094.48	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10.4 Utility Package Approvals with Local Assistance	\$ 1,333.03	\$ -	\$ 1,333.03	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TASK 11 - LANDSCAPE DESIGN</b>	\$ 297.79	\$ -	\$ 297.79	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11.1 65% Conceptual Landscape and Irrigation	\$ 158.33	\$ -	\$ 158.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11.2 90% Landscape & Irrigation Design	\$ 99.88	\$ -	\$ 99.88	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11.3 Final Landscape & Irrigation Design	\$ 39.58	\$ -	\$ 39.58	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TASK 12 - TECHNICAL SPECIAL PROVISIONS</b>	\$ 3,739.29	\$ -	\$ 3,739.29	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12.1 90% Technical Special Provisions	\$ 2,695.82	\$ -	\$ 2,695.82	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12.2 100% Technical Special Provisions	\$ 1,043.47	\$ -	\$ 1,043.47	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TASK 13 - ADVERTISING AND BID SUPPORT</b>	\$ 2,099.70	\$ -	\$ 2,099.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13.1 Resident Engineer's File	\$ 1,063.66	\$ -	\$ 1,063.66	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13.2 Advertising Support	\$ 1,036.04	\$ -	\$ 1,036.04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TASK 14 - CONSTRUCTION SUPPORT (By Amendment in CON Phase)</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL BASE COSTS</b>	\$ 156,032.98	\$ 41,391.34	\$ 197,424.32	\$ 2,648.23	\$ 600.00	\$ 29,740.53	\$ 18,960.02	\$ 134,311.00	\$ 342,871.27	\$ 6,409.51	\$ 70,504.64	\$ 4,967.22	\$ 500.00	\$ 55,139.43	\$ 189,017.97	\$ 176,802.34	\$ 2,256,000.00	