

ITEM 4.18

CITY MANAGER'S REPORT JUNE 10, 2024 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE PROFESSIONAL SERVICES AGREEMENT WITH MACKAY & SOMPS CIVIL ENGINEERS, INC. TO PROVIDE CIVIL ENGINEERING AND LAND SURVEYING SERVICES ASSOCIATED WITH LATHROP ANIMAL CENTER PROJECT CIP GG 23-11**

RECOMMENDATION: **Adopt Resolution Approving a Professional Services Agreement with MacKay & Somps Civil Engineers, Inc. to Provide Civil Engineering and Surveying Services Associated with Lathrop Animal Center Project CIP GG 23-11**

SUMMARY:

Professional civil engineering and land surveying services are needed to support the Stanford Crossing extension phase of the Lathrop Animal Center (Project) Capital Improvement Project (CIP) General Government and Safety (GG) 23-11. Staff requested a proposal from MacKay & Somps Civil Engineers, Inc. (MacKay & Somps) as the primary engineering firm for the Central Lathrop Specific Plan (CLSP) to provide project management, civil engineering, and land surveying services.

Staff requests that City Council approve a Professional Services Agreement with MacKay & Somps in the amount of \$194,425 to provide design and construction staking services for the Project. Sufficient funds have been allocated in the Fiscal Year (FY) 2023-24 approved budget for CIP GG 23-11.

BACKGROUND:

On January 9, 2023 the City of Lathrop City Council approved CIP GG 23-11 for the design and construction of the Project including civil improvements on Louise Avenue.

The previous Louise Avenue location has become unfeasible, and a new location has been acquired west of Lathrop High School. To accommodate access to the Project, the extension of Stanford Crossing within the CLSP from its current end location near the existing booster pump station up to Dos Reis Road, approximately 1,500 feet in length, needs to be designed and constructed.

The scope of work includes the required topographic surveying, preliminary engineering and mapping, right-of-way support, geotechnical analysis, construction staking, and final design services to prepare contract construction documents. Staff reviewed the proposal and found it reasonable given the large scope of services and amount of work involved to complete the design phase.

JUNE 10, 2024 CITY COUNCIL REGULAR MEETING**APPROVE PROFESSIONAL SERVICES AGREEMENT WITH MACKAY & SOMPS CIVIL ENGINEERS, INC. TO PROVIDE CIVIL ENGINEERING AND LAND SURVEYING SERVICES ASSOCIATED WITH LATHROP ANIMAL CENTER PROJECT CIP GG 23-11**

Staff is requesting City Council approve a Professional Services Agreement with MacKay & Somps in the amount of \$194,425 to complete the design and staking services for the Project.

REASON FOR RECOMMENDATION:

The improvement of Stanford Crossing to the north of the existing end is needed to continue the corridor to Dos Reis Road and provide access to the Project and future developments. Staff has reviewed the proposal from MacKay & Somps to complete the design and staking services and recommends City Council approve a Professional Services Agreement with MacKay & Somps Civil Engineers, Inc. in the amount of \$194,425.

FISCAL IMPACT:

Funds approved in the FY 23/24 budget for CIP GG 23-11 Lathrop Animal Center are sufficient to authorize the Professional Services Agreement with MacKay and Somps Civil Engineers, Inc. in the amount of \$194,425.


ATTACHMENTS:

- A. Resolution Approving a Professional Services Agreement with MacKay & Somps to Provide Civil Engineering and Surveying Services Associated with Lathrop Animal Center Project CIP GG 23-11
- B. Professional Services Agreement with MacKay & Somps Civil Engineers, Inc. to Provide Civil Engineering and Land Surveying Services to Complete the Design Phase for Lathrop Animal Center Project CIP GG 23-11

JUNE 10, 2024 CITY COUNCIL REGULAR MEETING

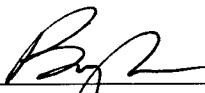
APPROVE PROFESSIONAL SERVICES AGREEMENT WITH MACKAY & SOMPS CIVIL ENGINEERS, INC. TO PROVIDE CIVIL ENGINEERING AND LAND SURVEYING SERVICES ASSOCIATED WITH LATHROP ANIMAL CENTER PROJECT CIP GG 23-11

APPROVALS:



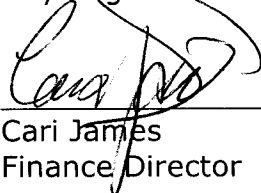
Veronica Albarran
Junior Engineer

05/20/2024
Date



Brad Taylor
City Engineer

5/29/2024
Date




Cari James
Finance Director

5/20/2024
Date



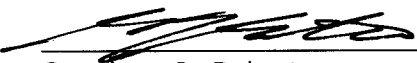
Michael King
Assistant City Manager

5.29.2024
Date



Salvador Navarrete
City Attorney

5.29.2024
Date



Stephen J. Salvatore
City Manager

5.30.24
Date

RESOLUTION NO. 24 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING PROFESSIONAL SERVICES AGREEMENT WITH MACKAY & SOMPS CIVIL ENGINEERS, INC. TO PROVIDE CIVIL ENGINEERING AND SURVEYING SERVICES ASSOCIATED WITH LATHROP ANIMAL CENTER PROJECT CIP GG 23-11

WHEREAS, on January 9, 2023 the City of Lathrop City Council approved Capital Improvement Project (CIP) General Government and Safety (GG) 23-11 for the design and construction of the Lathrop Animal Center (Project) including civil improvements on Louise Avenue; and

WHEREAS, the previous Louise Avenue location has become unfeasible, and a new location has been acquired west of Lathrop High School. To accommodate access to the Project, the extension of Stanford Crossing within the Central Lathrop Specific Plan (CLSP) from its current end location near the existing booster pump station up to Dos Reis Road, approximately 1,500 feet in length, needs to be designed and constructed; and

WHEREAS, staff requested a proposal from MacKay & Somps Civil Engineers, Inc. (MacKay & Somps) as the primary engineering firm for the CLSP; and

WHEREAS, the scope of work includes the required topographic surveying, preliminary engineering and mapping, right-of-way support, geotechnical analysis, construction staking, and final design services to prepare contract construction documents; and

WHEREAS, staff reviewed the proposal and found it reasonable given the large scope of services and amount of work involved to complete the design phase; and

WHEREAS, staff is requesting City Council approve a Professional Services Agreement with MacKay & Somps in the amount of \$194,425 to complete the design and staking services for the Project; and

WHEREAS, sufficient funds have been allocated in the Fiscal Year (FY) 2023-24 approved budget for CIP GG 23-11.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lathrop does hereby approve a Professional Services Agreement with MacKay & Somps Civil Engineers, Inc. to provide civil engineering and surveying services associated with Lathrop Animal Center Project CIP GG 23-11.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 10th day of June 2024 by the following vote:

AYES:

NOES:

ABSENT:

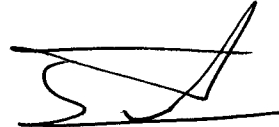
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

**CITY OF LATHROP
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES WITH
MACKAY & SOMPS CIVIL ENGINEERS, INC.
TO PROVIDE CIVIL ENGINEERING AND LAND SURVEYING
SERVICES TO COMPLETE THE DESIGN PHASE FOR LATHROP
ANIMAL CENTER PROJECT, CIP GG 23-11**

THIS AGREEMENT, dated for convenience this **10TH** day of **June 2024**, is by and between **MACKAY & SOMPS** ("CONSULTANT") and the **CITY OF LATHROP**, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Professional Consulting 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 Professional Consulting Services, as hereinafter defined, on the following terms and conditions;

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

AGREEMENT

(1) Scope of Service.

CONSULTANT agrees to perform Professional Consulting Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" and incorporated herein by reference. CONSULTANT represents it is prepared to and can diligently perform these services in accordance with the upmost standards of its profession and to CITY'S satisfaction. The fee proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved of in advance and in writing, by the CITY.

(2) Compensation.

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$194,425**, for the Professional Consulting Services set forth in Exhibit "A". CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH MACKAY & SOMPS FOR LATHROP ANIMAL CENTER PROJECT, CIP GG 23-11

shall CONSULTANT be entitled to compensation for work not included in Exhibit “A” unless a written change order or authorization describing the extra work and payment terms has been executed by CITY’s authorized representative prior to the commencement of the work. Payment is made based on a time and materials basis.

(3) Effective Date and Term.

The effective date of this Agreement is **June 10, 2024**, and it shall terminate no later than **July 31, 2026**.

(4) Independent Contractor Status

It is expressly understood and agreed by both parties that CONSULTANT, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the CITY. As an independent contractor, CONSULTANT is responsible for controlling the means and methods to complete the scope of work described in Exhibit “A” to City’s satisfaction. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

(5) Billings

CONSULTANT’S bills shall include a list of all tasks, the total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.

(6) Advice and Status Reporting

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 is necessary to enable CITY to monitor the performance of this Agreement.

(7) Assignment of Personnel

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.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH MACKAY & SOMPS FOR LATHROP ANIMAL CENTER PROJECT, CIP GG 23-11

The services shall be performed by, or under the direct supervision, of CONSULTANT's Authorized Representative: **Chris Ragan, PE**, CONSULTANT shall not replace its Authorized Representative without the prior written approval by the CITY.

(8) Assignment and Subcontracting

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONSULTANT. Neither this Agreement nor any interest therein may be assigned by CONSULTANT without the prior written approval of CITY'S authorized representative. CONSULTANT shall not subcontract any portion of the performance contemplated and provided for herein, other than the subcontractors noted in the proposal, without prior written approval of the CITY'S authorized representative.

(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. 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 one million dollars per occurrence, combined single limit coverage for risks

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH MACKAY & SOMPS FOR LATHROP ANIMAL CENTER PROJECT, CIP GG 23-11

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.
- (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.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH MACKAY & SOMPS FOR LATHROP ANIMAL CENTER PROJECT, CIP GG 23-11

- (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 One Million Dollars (\$1,000,000) 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 claim 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

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH MACKAY & SOMPS FOR LATHROP ANIMAL CENTER PROJECT, CIP GG 23-11

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 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) Indemnification - CONSULTANT'S Responsibility

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

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH MACKAY & SOMPS FOR LATHROP ANIMAL CENTER PROJECT, CIP GG 23-11

and professional manner, and (c) CONSULTANT thus agrees to so perform.

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.

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 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

Either CITY or CONSULTANT may cancel this Agreement upon 30 days written notification to the other party. In the event of termination, the CONSULTANT shall be entitled to compensation for services performed to the effective date of termination; provided, however, that the CITY may condition payment of such

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH MACKAY & SOMPS FOR LATHROP ANIMAL CENTER PROJECT, CIP GG 23-11

compensation upon CONSULTANT'S delivery to the CITY of any or all documents, photographs, computer software, video and audio tapes, and other materials provided to CONSULTANT or prepared by or for CONSULTANT or the CITY in connection with this Agreement.

(14) Funding

CONSULTANT agrees and understands that renewal of this agreement in subsequent years is contingent upon action by the City Council consistent with the appropriations limits of Article XIII (B) of the California Constitution and that the Council may determine not to fund this agreement in subsequent years.

(15) Notices

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 followed with two (2) Days by delivery of a hard copy of the material sent by facsimile transmission. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

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

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

MAIN: (209) 941-7430
FAX: (209) 941-7449

To Consultant: Chris Ragan, PE
5142 Franklin Drive, Suite B
Pleasanton, CA 94588

Phone: (925) 225-0690
Fax: (925) 225-0698

(16) Miscellaneous

- (a) Consent. Whenever in this Agreement the approval or consent of a 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.
- (b) 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.
- (c) Definitions. The definitions and terms are as defined in these specifications.
- (d) Force Majeure. Neither party shall be deemed to be in default on account of any delay 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.
- (e) 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.
- (f) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 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.
- (g) 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 in this Agreement.
- (h) 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.
- (i) Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH MACKAY & SOMPS FOR LATHROP ANIMAL CENTER PROJECT, CIP GG 23-11

- (j) 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.
- (k) Status of CONSULTANT. In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.
- (l) 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.
- (m) Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- (n) Venue. In the event 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 Eastern District of California.
- (o) Recovery 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.

(17) 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.

(18) Signatures

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this

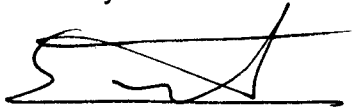
CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH MACKAY & SOMPS FOR LATHROP ANIMAL CENTER PROJECT, CIP GG 23-11

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 WITH MACKAY & SOMPS FOR LATHROP ANIMAL CENTER PROJECT, CIP GG 23-11

Approved as to Form:

City of Lathrop
City Attorney



5.21.2024

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King

Date

Accepted By:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

Chris Ragan, PE
5142 Franklin Drive, Suite B
Pleasanton, CA 94588

Fed ID # _____

Business License # _____

Signature

Date

(Print Name and Title)

MACKAY & SOMPS

ENGINEERS PLANNERS SURVEYORS

25257

May 9, 2024 (Revised May 23, 2024)

City of Lathrop
Public Works Department
Attn: Brad Taylor, PE/TE, City Engineer
390 Towne Centre Drive
Lathrop, CA 95330

Sent via email only to: btaylor@ci.lathrop.ca.us

Re: Proposal for Stanford Crossing Extension (Design & Staking Services) – Revised

Dear Brad:

In response to the RFP issued by the City of Lathrop on April 18, 2024, entitled “RFP for Stanford Crossing Extension Project”, please find enclosed a proposal to provide Civil Engineering and Land Surveying Services. The proposal includes the Services as described in attached Exhibit A and the Compensation as described in attached Exhibit B.

The proposal is valid for 120 days from submittal as required by the RFP.

The City of Lathrop contractual form, conflicts of interest provisions, and insurance provisions are understood. We have previously entered into contract with the City of Lathrop and no modifications are requested.

MacKay & Somps will be the prime consultant providing project management, civil engineering, and land surveying services. Subconsultants will include TJKM (signing and striping plan), ENGEO (geotechnical engineering and SWPPP services), Giacalone (streetlight design), and Sam Harned Landscape Architect (landscape plan). Refer to the enclosed organization chart for more details.

The MacKay & Somps team is not aware of any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to the firm’s management, or employees of the firms relative to the proposed services nor are we aware of any real or apparent conflicts of interest with current developers or landowners in the City of Lathrop.

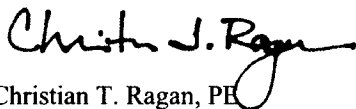
Nothing contained in the submitted proposal is proprietary and it is understood that the proposal becomes the property of the City once submitted.

We are confident that we are well qualified for this project based on our experience with the City of Lathrop and our history of working on the Central Lathrop Specific Plan project since its inception in 2004 through today and our recent involvement with the preparation of the CLSP Phase 2 Amendment. We previously designed this same segment of road, and the City of Lathrop approved the plans in 2006. The plans will be used as the basis of design. The services that we will provide are very similar to the services that we provided for the River Islands Parkway widening project.

Upon your review of our proposal, please let us know if you have any questions or would like to meet to discuss it in more detail. We look forward to hearing back from you.

Sincerely,

MACKAY & SOMPS



Christian T. Ragan, PE
Principal, VP

- SINCE 1953 -

5142 FRANKLIN DRIVE, SUITE B, PLEASANTON, CALIFORNIA 94588-3368 PHONE: (925) 225-0690 FAX: (925) 225-0698
OFFICES: PLEASANTON ROSEVILLE

www.msce.com

EXHIBIT A (SCOPE OF SERVICES)

To Agreement dated _____, 2024, between CITY OF LATHROP, A MUNICIPAL CORPORATION, hereinafter referred to as “Client”, and MACKAY & SOMPS CIVIL ENGINEERS, INC., hereinafter referred to as “Consultant”.

Consultant agrees to perform the Services as listed based on the following stated project understanding.

1. Project Description:

Client intends to design and construct the extension of Stanford Crossing within the Central Lathrop Specific Plan from the point where it currently ends near the existing water tank up to Dos Reis Road totaling approximately 1,500 feet in length, hereinafter called “Project”.

Client desires to retain Consultant for the performance of civil engineering and land surveying services to the generally accepted standards of practice in effect at the time of performance, for the project which are hereinafter called the “Services”.

2. Project Status / Assumptions / Approach:

- Improvement plans were previously prepared by Consultant under contract with Richland Planned Communities in 2006. The plans were approved by the City of Lathrop. It is assumed that these plans will be used as the basis of design and that the new road will follow the original planned alignment and that the road will be constructed in a single phase.
- It is assumed that any required CEQA documentation and/or pre-construction surveys will be prepared by others.
- Consultant previously established a control survey that will be utilized for this project.
- Base mapping including existing property lines and right-of-way lines were previously established by Consultant and will be utilized for this project. It is recognized that the City of Lathrop acquired the property underlying the proposed road improvements so it is assumed that no additional mapping will be required.
- Due to changes in the existing ground terrain, a new topographic survey will be prepared to establish grading conforms and estimate the earthwork volume.
- It is assumed that the Stanford Crossing / Dos Reis Road intersection will be designed as a tee intersection such that no right of way acquisition will be required on the north side of Dos Reis Road.
- It is recognized that the city intends to abandon the existing storm drain pump on the north side of Dos Reis Road and connect the existing storm drain to the new storm drain that will be constructed in Stanford Crossing.
- It is assumed that the city will specify the locations of any proposed driveways to the future adjacent Community Park / Event Center / Animal Control Facility.
- It is assumed that the sewer pipe size that was previously designed will be reduced due to the reduction in flows from the CLSP Phase 2 Specific Plan area. Confirming the size of the sewer pipe will be determined with this project.
- It is assumed that the proposed road improvements are grandfathered under the older stormwater quality permit and that the existing CDS unit will be adequate to provide stormwater quality treatment. It is assumed that no new stormwater quality treatment measures will be included.

- It is assumed that the city will confirm the size of the potable water and recycled water pipe sizes.
- It is assumed that the storm drain pipe size will remain as previously designed and that there is no need for new hydrology and hydraulic calculations or modeling.
- It is assumed that all storm drain structures will be per city standard details. It is assumed that no custom oversized structures will be required. If it is determined that any special designs requiring structural calculations are required, the services can be provided as an Additional Service.
- It is assumed that the existing overhead line on Dos Reis Road will remain in-place and therefore no undergrounding or relocation design services or coordination are included. If undergrounding or relocation services are required, the services can be provided as an Additional Service.
- It is assumed that traffic handling plans during construction will not be required. If traffic handling plans are required, they can be provided as an Additional Services.
- A scope item and budget has been included for potholing as required by the RFP. The scope of work related to potholing is not clear at this time so it is being proposed as an optional item and requires further investigation before finalizing the scope and budget.
- Streetlight design is included. Dry utility design (Joint Trench) related to electric, gas, and telecommunications is excluded based on most utilities not allowing the installation of such facilities unless there is “new business” associated with the facilities. This should be further investigated with the city.
- Assistance with a temporary construction dewatering permit is not included, but it can be provided as an Additional Service.
- Cathodic Protection Engineering is not included, but it can be provided as an Additional Service if needed.
- Survey Monument Preservation: it is not anticipated that any existing monuments will be impacted during construction therefore a scope item for survey monument preservation is not included. If it is later identified that any monument preservation services are required, they can be provided as an Additional Service.
- Parcel Map: it is assumed that a parcel map will be desired to map the right-of-way, PUE’s, and to set monuments. Alternatives to a parcel map are possible and should be discussed prior to finalizing the scope of services. Assume a tentative parcel map is not required, but one can be prepared as an Additional Service if needed.

3. Services to be Performed by Others:

- CEQA Documentation
- Environmental Analysis and Permitting
- Biological / Wetland Investigations, Permitting and/or Pre-construction surveys
- Phase 1 and / or Phase 2 Environmental Site Assessment
- Right-of-Way Acquisition Services

Any of the above Services, listed as “completed” or “by others” are not included in Consultant's scope of Services. Any requested Services for these items will be Additional Service.

DESIGN SERVICES

PROJECT MANAGEMENT

1. Project Management, Meetings & Coordination Services

- Project Management: Consultant will coordinate operations with Client, track progress of work, and administer subconsultants.
- Meetings: Consultant will attend meetings and/or video conferences/teleconferences with the Client and other design team consultants as requested by Client. Consultant will conduct monthly Project Development Team Meetings including preparing agendas and meeting minutes as requested by Client. Consultant will respond to all internal request for information.
- Coordination: Consultant will coordinate services with other design team consultants as needed to support the final design of the project. Design team consultants are anticipated to include geotechnical engineer, SWPPP consultant, streetlight designer, traffic engineer, and landscape architect.
- Scheduling and Administration: Consultant will develop and maintain a Work Plan to identify each sub-task and deliverable and provide regular reporting of project status (schedule, budget, etc.).
- Quality Control / Quality Assurance: Consultant will develop and maintain a Quality Assurance Plan and conduct QC reviews on submittals.
- Public Information Coordination: Consultant will assist City with responding to public inquiries and provide other support as requested by Client.

RECONNAISSANCE AND FIELD SURVEYS

2. Aerial Topographic Survey & Aerial Photo

- Flight Panels: set flight panels to support the aerial topographic survey.
- Prepare an aerial topographic survey to support final design at 1" = 40' scale with a 1-foot contour interval and obtain an aerial photo.

Note: Subconsultant services to be provided by Aerotas (drone processing)

3. Supplemental Topographic Survey

- Obtain supplemental field topographic information (precise top of curb grades, pavement grades, utility inverts at manholes/inlets, precise utility pole locations, etc.) by ground survey as required.
- Survey USA markings
- Survey utilities exposed during potholing operation (if required).

4. Survey Basemap

- Compile survey basemap using mapping information previously prepared by Consultant. Compare information with current preliminary title report. Title report to be provided by Client.

5. Existing Utility Investigation

- Compile existing utility data based on record information and previously prepared plans.
- Coordinate with Client to contact USA and request utility markings.

PRELIMINARY ENGINEERING & MAPPING

6. Preliminary Design

- Utilize previously prepared improvement plans as a basis for preliminary design.
- Prepare geometric plan showing proposed right-of-way, curbs, sidewalks, lane striping.
- Prepare utility layout and set utility invert elevations.
- Layout streetlights.
- Layout landscaping.
- Evaluate removal of existing storm drain pump at Dos Reis Road.
- Coordinate with city to determine driveway and ADA ramp locations.
- Overlay proposed improvements on survey basemap, aerial photo, and aerial topo for Client review prior to proceeding with preparation of improvement plans.

7. Parcel Map

- Calculate, prepare, and process one (1) parcel map including the right-of-way, PUE's, and survey monuments.
- Prepare math checks / closure calculations.

Note: This scope of services does not include setting monuments as may be required by the parcel map. Setting monuments is included with the construction staking scope of services.

CONSTRUCTION DOCUMENTS

8. Improvement Plans, Specifications, and Estimates

- Prepare and process plans (30%, 60%, 90% and 100%).
- Prepare 1" = 40' improvement plans and reference specifications for required public street and utility improvements including:
 - Pavement limits, curb, gutter, and sidewalk (plan and profile and cross-sections).
 - Survey monuments to be set and/or protected in-place.
 - Storm drain improvements (plan and profile).
 - Potable water and recycled water system improvements (plan and profile).
 - Sewer system improvements (plan and profile).
 - Streetlights to be shown for reference (plans to be prepared by others).
 - Rough grade information including:
 - Street top of curb elevations
 - Approximate tops and toes of slopes (for slopes greater than one vertical foot)
 - Earthwork volume table
 - Typical sections, details and standard notes.
 - Demo notes (assume a separate demo plan is not required).

Note: Client to provide direction to Consultant regarding street undercut as it relates to Client's preferred assumptions.

- Erosion control plan to support the approval of the improvement / grading plan showing only the BMP's required at the completion of the grading operation. SWPPP services and any in-progress erosion control plans during the grading operation are not included in this scope of services.
- Prepare project specifications utilizing city standard specs as the basis.
- Prepare quantity take-off and engineer's estimate.

CONSTRUCTION ADMINISTRATION

9. Construction Consultation Services

- Assist Client with bidding process.
- Provide plans / CAD files to contractors.
- Attend pre-construction meetings and/or progress meetings.
- Respond to Client/contractors Requests for Information (RFI's).
- Review material submittals.
- Assist Client and contractors with plan interpretation/clarifications as needed.
- Provide survey control exhibit/data to contractor if requested by Client.

10. Record Drawings & GASB Report

- Upon completion of construction, Consultant will prepare one set of reproducible mylar "record" drawings of the public improvement plans showing field changed information as provided by Client, contractor and agency inspection departments. It is intended that this task will not include any as-built survey services. If as-built survey services are required, they will be provided as Additional Service.
- Prepare and provide city with GASB report following completion of construction.

Note: Prints/Mylars shall be billed as a reimbursable expense.

SUBCONSULTANT SERVICES

11. Signing & Striping Plan (TJKM)

- Signing & Striping Plan
- Meetings

12. Geotechnical Services (ENGEO)

- Geotechnical Consultation
- Erosivity Wavier

13. Streetlight Design & Plans (Giacalone)

- Photometric Study
- Construction Drawings, Bid Package, and Specifications

14. Landscape Design & Plans (Sam Harned Landscape Architect)

- Concept Design Phase
- Construction Document Phase
- Construction Administration Services

CONSTRUCTION STAKING SERVICES

1. Construction Staking

- A. Survey Control: From the previously established project control points, set survey control points for construction staking purposes.
- B. Rough Grading/Removal Limits: From the survey control points, set points as follows:
 - Pavement removal limits and conform grind limits for line only.
 - Curb and gutter for line and grade to facilitate rough grading.
- C. Sanitary Sewers: Using previously set control points as reference, set the sewer stakes for line and grade.
- D. Storm Drains and Catch Basin Laterals: Using previously set control points as reference, set the storm drain and catch basin lateral stakes for line and grade.
- E. Water Mains and Fire Hydrants: Using previously set control points as reference, set the water main stakes for line and grade and set curb and gutter stakes for fire hydrant control.
- F. Streetlights: Using previously set control points as reference, set stakes as requested for streetlights.

Note: it is assumed that no staking will be required for the streetlight trench, but it can be provided as an Additional Service if required.
- G. Separated Sidewalk: Using previously set control points as reference, stake separated sidewalk for line and grade, and set driveway location stakes for line only.
- H. Curb and Gutter and Curb Inlets: Using previously set control points as reference, set curb and gutter stakes for line and grade. Curb and gutter stakes will also be utilized for curb inlet construction.
- I. Monuments: Using previously set control points as reference, set ties and punch street monuments, as indicated on parcel map. The disk for well monuments shall be stamped by the contractor with the appropriate LS number prior to being placed in the ground.

2. Extra/Re-staking

- Provide extra staking and/or re-staking services as requested by Client.

SCOPE QUALIFICATIONS

1. Survey Control:

If Client requests Consultant provide survey control data to Client's contractor, such as for contractor-controlled GPS grading, or any other use, then Client, Client's contractor and all other recipients agree to the following conditions of use:

- Pursuant to the Professional Engineers Act and the Professional Land Surveyors Act, California Business and Professions Code 6700 et. Seq., and 8700 et. Seq., respectively, all survey work shall be performed by a Licensed Land Surveyor or Registered Civil Engineer or under the direction thereof. Recipients hereby agree to comply with said 6700 et. Seq. and 8700 et. Seq. Recipients further agree to comply with the California Code of Regulations, Title 16, Division 5, 400-476.
- To be responsible for using data for recipient's exclusive use and its intended purpose only.
- Verifying the accuracy of data against hard copy documents that govern.
- To indemnify and hold Consultant harmless from any inconsistencies and/or discrepancies.

2. Construction Consultation & Staking:

- This scope provides for construction consultation and construction staking services. Should a change occur wherein these services are performed by others, or not performed at all, Consultant shall not be held responsible for interpretation, errors or omissions in the plans which customarily become apparent and easily solvable during the course of construction. In addition, the Services performed by Consultant (i.e., field staking calculations, field notes, survey control, etc.) in anticipation of performing construction staking services shall be invoiced and paid by Client.
- If Client engages another engineering or surveying firm to provide construction staking services for the Project, then Client is responsible for the preparation of a Certificate of Correction to assume responsibility for setting monuments as shown on the Pinal Map.
- The staking procedure utilized by Consultant follows normal construction progression, proceeding from one construction phase to another, always referencing stakes previously set. Should stakes which are needed as reference have to be replaced because they were removed or destroyed for any reason, then this replacement staking shall be paid for as Additional Service.
- Client agrees that Consultant is not responsible for the construction means, methods, techniques, sequences, or procedures, or for the safety precautions or programs in connection with the construction work, nor is Consultant responsible for the acts or omissions of contractor or others performing the work or for the failure of such contractor to carry out the work in accord with the plans, specifications and other contract documents

3. Cost Estimates:

Consultant's estimates of probable Construction Cost (cost estimate) are to be made on the basis of experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional, familiar with the construction industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's method of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual Construction Costs will not vary from the amounts estimated by Consultant. Consultant shall not be responsible for fluctuations as it is the responsibility of the Client to verify cost

4. Electronic Media:

- Consultant will transmit via email or other electronic means, copies of electronic files containing engineering data previously created by Consultant, to utility companies, subconsultants, Client's other consultants and appropriate others on behalf of Client. Changes in content or format of the electronic files and/or data, performed by Consultant, to accommodate a particular recipient shall be performed as Additional Services.
- Electronic files and data prepared by Consultant are instruments of professional service and are the property of Consultant. Copies of electronic files sent via e-mail or other electronic means will be made available with the following understandings:
 - The recipient shall use the electronic data for its stated purpose only.
 - The recipient shall preserve the electronic files and data as an original.
 - The recipient shall verify the accuracy of the electronic data against hard copy documents (or PDF's of the hard copy documents) which govern. It is the responsibility of the recipient to request hard copies (PDF's may be provided in lieu of hard copies).
 - The recipient shall assume all risk in changing, modifying, converting, or translating any of the electronic data.
 - The recipient shall be responsible for checking the electronic files for any viruses and responding appropriately.
 - The recipient shall not use the electronic data to locate boundary lines or improvements in the field unless the data is expressly prepared for this purpose.
 - The recipient shall use the electronic data under the supervision of an appropriate professional when required by law.

EXHIBIT B (COMPENSATION)

To Agreement dated _____, 2024, between CITY OF LATHROP, A MUNICIPAL CORPORATION, hereinafter referred to as “Client”, and MACKAY & SOMPS CIVIL ENGINEERS, INC., hereinafter referred to as “Consultant”.

Client agrees to pay compensation to Consultant for Services as follows:

DESIGN SERVICES

For Services contained in EXHIBIT A – DESIGN SERVICES, charges shall be as follows:

ITEM	DESCRIPTION	BUDGET	BASIS
01B	Project Management, Meetings & Coordination Services	\$11,000	TM
02B	Aerial Topographic Survey & Aerial Photo	\$7,000	TM
03B	Supplemental Topographic Survey	\$5,000	TM
04B	Survey Basemap	\$3,000	TM
05B	Existing Utility Investigation	\$3,000	TM
06B	Preliminary Design	\$7,000	TM
07B	Parcel Map	\$6,000	TM
08B	Improvement Plans, Specifications, and Estimates	\$30,000	TM
09B	Construction Consultation Services	\$6,000	TM
10B	Record Drawings & GASB Report	\$4,000	TM
	Reimbursable Expenses	\$4,000	TM
	Subtotal	\$86,000	
SUBCONSULTANTS (cost + 15%)			
11B	Signing & Striping Plan (TJKM)	\$13,800	TM
12B	Geotechnical Services (ENGEO)	\$21,850	TM
13B	Streetlight Design & Plans (Giacalone)	\$17,825	TM
14B	Landscape Design & Plans (Sam Harned Landscape Arch)	\$14,950	TM
	Subtotal	\$68,425	
	TOTAL	\$154,425	

Consultant will invoice Client monthly as services progress in accordance with the preceding schedule. Fees for partially completed services will be invoiced a prorata amount of the total as services progress. Budgets for time and materials items will not be exceeded without authorization.

CONSTRUCTION STAKING SERVICES

For Services contained in EXHIBIT A – CONSTRUCTION STAKING SERVICES, charges shall be as follows:

ITEM	DESCRIPTION	BUDGET	BASIS
01C	Construction Staking	\$36,000	TM
02C	Extra / Re-staking	\$4,000	TM
	TOTAL	\$40,000	

Consultant will invoice Client monthly as services progress in accordance with the preceding schedule. Fees for partially completed services will be invoiced a prorata amount of the total as services progress. Budgets for time and materials items will not be exceeded without authorization.

The foregoing schedule is provided to define a payment schedule only. The individual per lot amounts shown may not represent the precise value of each of the items listed. In the event of sale or abandonment of the project or termination of this agreement by Client, Consultant may be entitled to additional fees.

A. BACKCHARGES

- a. It is hereby agreed that no subtraction of amounts from Consultant’s fees for alleged errors shall be made unilaterally by Client without consultation with Consultant’s Operations Manager. Any claim that Services are unacceptable shall be made to the Consultant’s Operations Manager within 30 days of the time Client discovers a potential backcharge situation, for resolution.

B. FEES AND FEE ADJUSTMENTS

- a. Time and Material [TM] charges shall be invoiced in accordance with the Hourly Rate Fee Schedule (EXHIBIT C) which is subject to adjustment on April 1, 2025 and annually thereafter.
- b. Reimbursable expenses include the following: transportation and subsistence incidental thereto; delivery charges; toll telephone calls; reproduction (printing or plotting) of reports, drawings, specifications, bidding documents, and similar project-related items. Charges for Reimbursable Expenses will be the project-related internal expenses actually incurred or allocated by Consultant plus all invoiced external Reimbursable Expenses allocable to the project, the latter multiplied by a factor of 1.15.

EXHIBIT C

To Agreement dated _____, 2024, between CITY OF LATHROP, A MUNICIPAL CORPORATION, hereinafter referred to as "Client", and MACKAY & SOMPS CIVIL ENGINEERS, INC., hereinafter referred to as "Consultant".

Hourly Rate Fee Schedule – Pleasanton Office

April 1, 2024 to March 31, 2025

Rates Subject to Annual Adjustment Beginning April 1, 2025

Professional and Office

Principal.....	\$322.00 per hour
Associate Principal	\$300.00 per hour
Engineering / Planning / Land Surveying Manager.....	\$290.00 per hour
Senior Project Engineer / Planner / Land Surveyor.....	\$272.00 per hour
Senior Engineer / Planner / Land Surveyor	\$252.00 per hour
Associate Engineer / Planner / Land Surveyor	\$222.00 per hour
Assistant Engineer / Planner / Land Surveyor.....	\$184.00 per hour
Junior Engineer / Planner / Land Surveyor.....	\$158.00 per hour
Field Work Supervisor.....	\$200.00 per hour
Principal Technician.....	\$194.00 per hour
Senior Technician.....	\$162.00 per hour
Technician	\$136.00 per hour
Administrative Assistant.....	\$118.00 per hour
Clerical	\$96.00 per hour
Office Assistant	\$74.00 per hour

Field

1 Man Field Crew.....	\$206.00 per hour
2 Man Field Crew.....	\$338.00 per hour
3 Man Field Crew.....	\$424.00 per hour

Other

Premium for Required Overtime	Regular Hourly Rate Plus 25%
Mileage	Per IRS Standard Mileage Rate
Direct Costs and Outside Contract Services	Cost Plus 15%

APPENDIX



TASK	DESCRIPTION	Principal	Surveying Mgr.	Sr. Engr / PM	ESTIMATED HOURS						TOTAL HOURS	*SUB CONSULTANT	REIMB.	TASK FEE	ROUNDED
					Asst. Engr/Survey	Princ. Tech	Field Work Super.	2-Man Field Party							
1	PROJECT MANAGEMENT PM, Meetings & Coord	4.0	0.0	40.0	0.0	0.0	0.0	0.0	0.0	44.0		\$11,000	\$11,000		
2	RECONNAISSANCE AND FIELD SURVEYS Aerial Topo & Photo	0.0	12.0	8.0	24.0	0.0	12.0	8.0	8.0	64.0	3000.0	\$6,920	\$7,000		
3	Supplemental Topo		8.0		8.0		8.0		8.0	20.0		\$4,976	\$5,000		
4	Survey Basemap		4.0		8.0		4.0		8.0	13.0		\$2,632	\$3,000		
5	Existing Utility Investigation			8.0	8.0		16.0		0.0	16.0		\$3,488	\$3,000		
6	PRELIM ENGINEERING & MAPPING Prelim Design	4.0	6.0	8.0	24.0	16.0	0.0	0.0	0.0	60.0		\$7,236	\$7,000		
7	Parcel Map	2.0	2.0	8.0	8.0	16.0	0.0	0.0	0.0	34.0		\$5,908	\$6,000		
8	CONSTRUCTION DOCUMENTS Improvement Plans, Specs, Estimate	4.0	0.0	40.0	40.0	60.0	0.0	0.0	0.0	144.0		\$30,368	\$30,000		
9	CONSTRUCTION ADMINISTRATION Construction Consultation Services	4.0	0.0	20.0	16.0	4.0	0.0	0.0	0.0	44.0		\$6,148	\$6,000		
10	Record Drawings & GASB Report	2.0	2.0	4.0	8.0	4.0	0.0	0.0	0.0	16.0		\$3,900	\$4,000		
		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		\$0	\$0		
												\$0	\$0		
												\$0	\$0		
11.0	Signing & Stippling Plan (TKM)											\$13,800	\$13,800		
12.0	Geotechnical Services (ENGEO)											\$21,850	\$21,850		
13.0	Streetsight Design & Plans (Glaciana)											\$17,825	\$17,825		
14.0	Landscape Design & Plans (Sam Hamed)											\$14,950	\$14,950		
1	CONSTRUCTION STAKING SERVICES Construction Staking	2.0	2.0	0.0	28.0	0.0	2.0	88.0	14.0	140.0		\$35,880	\$36,000		
2	Extra / Re-staking	2.0	2.0		4.0		4.0	8.0	16.0	36.0		\$4,240	\$4,000		
	Reimbursable Expenses											\$4,000	\$4,000		
	TOTAL HOURS	16.0	20.0	116.0	104.0	80.0	12.0	8.0	356.0						
	HOURLY RATE	\$322	\$290	\$252	\$184	\$184	\$200	\$538							
	ESTIMATED FEE	\$5,152	\$5,800	\$29,232	\$19,138	\$15,520	\$2,400	\$2,704	\$68,425	\$4,000		\$194,425			

* Cost + 15%

Owner / Client

CITY OF LATHROP
Brad Taylor, PE/TE

**Prime
Consultant**

MACKAY & SOMPS CIVIL ENGINEER, INC.
Project Management, Civil Engineering, Land Surveying
Chris Ragan, PE (Principal)
Jeff Matson, PE (Senior Engineer / Project Manager)
Ian MacDonald, LS (Surveying Manager)

Sub-consultants

ENGEO
Geotechnical
Engineering
SWPPP Services
Steve Harris, GE
Connor Dunn

GIACALONE
Streetlight Design
Paul Giacalone

TJKM
Signing & Striping
Plans
Erik Bjorklund

SAM HARNED
LANDSCAPE
ARCHITECT
Landscape Plans
Sam Harned

DRAFT Stanford Crossing Extension Schedule

25257
5/9/2024

ID	Task Name	Duration	Start	Finish	Apr 2024	May	June	July	August	September	Oct 2024	November	December
1	Engineering & Staking Services	138 days?	Fri 5/24/24	Fri 11/29/24	3/9	3/10	3/17	3/24	3/31	4/7	4/14	4/21	4/28
2	PROJECT MANAGEMENT	45 days?	Fri 5/24/24	Thu 7/25/24									
3	RECONNAISSANCE AND FIELD SURVEYS	16 days?	Fri 5/24/24	Fri 6/14/24									
4	PRELIMINARY ENGINEERING & MAPPING	26 days?	Fri 5/24/24	Fri 6/28/24									
5	CONSTRUCTION DOCUMENTS	30 days?	Mon 7/1/24	Fri 8/9/24									
6	CONSTRUCTION ADMINISTRATION	80 days	Mon 8/12/24	Fri 11/29/24									
7	CONSTRUCTION STAKING	80 days?	Mon 8/12/24	Fri 11/29/24									

Project: DRAFT Design Schedule
Date: Thu 5/9/2024

Task Split Milestone Summary

Project Summary External Milestone Inactive Task

Inactive Milestone Inactive Milestone Manual Task

Duration-only Manual Summary Rollup Manual Summary Start-only

Finish-only External Milestone External Milestone Progress

Deadline



Sam Harned
Landscape Architecture

29 April 2024

MacKay and Somps Civil Engineers, Inc
Attn: Jeff Matson
5142 Franklin Drive, Suite B
Pleasanton, CA 94588
(925) 225-0690

Proposal for Professional Services

This Agreement, effective as of 29 April 2024, is between Client (MACKAY AND SOMPS CIVIL ENGINEERS, INC) and Landscape Architect (Sam Harned Landscape Architect, "SHLA") for the following Project: STANFORD CROSSING ROAD EXTENSION in Lathrop, CA.

Project Understanding

SHLA is pleased to submit this proposal for landscape architectural design services for the landscape associated with the extension of Stanford Crossing Road in Lathrop, CA, per the RFP provided by the Client via e-mail on 18 April 2024. The RFP requests designs to continue Stanford Crossing Road from the current terminus at booster pump station #6 northward to Dos Reis Road; this equates to approximately 1,400-lf of road improvements. This area is part of the Central Lathrop Specific Plan (CLSP) which includes cross sections for this stretch of road. The cross sections are of varying width ROW, but include a 40' curb-to-curb road section, 14' planter between curb and walkway/trail, 8' trails on each side, and then landscaping to the edge of ROW. SHLA will provide streetscape planting and irrigation for these areas to conform to the CLSP, and will continue the landscape design of the completed sections of this road, unless otherwise directed.

SHLA will provide planting and irrigation design services for the landscape areas on the site, including any storm water facilities per the civil engineer's design. This proposal includes conceptual and construction document phase services for use in meeting the City's entitlement and building permitting processes.

Scope of Services

Landscape Architect will provide the following Basic Services:

1. Concept Design Phase

In this phase SHLA will prepare the conceptual design plan for review and approval by the City. Plans will be developed to incorporate the owner's project goals and City requirements. Plans will be developed based on the previously prepared site plan.

SHLA will coordinate with the consultant team and owner as needed. Scope includes revisions based on City review comments.

SHLA will provide the following:

1.1. Conceptual Landscape Plan

Overall site plan showing the design intent for the hardscape areas, site furnishing (if included), and landscape design. This plan will include a proposed plant palette, required calculations (landscape areas, shading, required trees), notes, and labels to describe the various elements of the design and as required by the City's submittal requirements.

1.2. Opinion of Probable Cost

SHLA will prepare an opinion of probable cost of construction for the various elements associated with our design and appropriate for this conceptual level of design.

1.3. Meetings

Scope includes one meeting at the Client's office, or on-site, as well as phone and computer-based conferencing.

2. Construction Document Phase

This task generally includes preparation of planting and irrigation documents suitable for use by the Client to submit to the City for building permitting. The plans will show specific sizes, locations, and details for our site design. We will assist the Client in filing the Construction Documents for approval by the City. It is our understanding that the Client will take the lead in compiling and submitting the overall Contract Documents for submittals associated with this phase. SHLA will coordinate with the consultant team and owner on the design. Scope includes revisions based on City review comments.

SHLA will provide the following:

2.1. Planting Plan

Prepare a planting plan that shows the location, size, quantity and type of planting within the design and needed to meet City requirements. Prepare and provide any required notes and calculations. The design will be prepared to meet the City's Water Efficient Landscape Ordinance (WELO). Preparation of details for installation of design items.

2.2. Irrigation Plan

Prepare an irrigation plan to provide adequate coverage for the planting plan. This will be a stand-alone system for the project, including new point of connection and meter, and will provide irrigation to the street frontage landscape as well as on-site planting areas. Prepare and provide any required notes and calculations. The design will be prepared to meet the City's Water Efficient Landscape Ordinance (WELO). Preparation of details for installation of design items.

2.3. Specifications

Prepare specifications covering SHLA design elements. Specifications will be CSI 3-part format and provided either on SHLA drawings or as separate sections to be included in an overall booklet, as required.

2.4. Opinion of Probable Cost

SHLA will update our conceptual opinion of probable costs to reflect SHLA design items of this phase.

2.5. Meetings

Scope includes one meeting at the Client's office as well as phone and computer-based conferencing.

3. Bid and Construction Administration Services

This task generally includes typical bidding and construction administration services such as assistance in the selection of a landscape contractor, submittal review, review and respond to contractor RFI's, and general coordination with Client and contractor during the construction

process. SHLA's role is to provide assistance and not active construction management. We will bill on a Time and Materials basis and have provided an allowance that is generally sufficient to cover the scope of construction administration services we anticipate for this project.

SHLA will provide the following:

3.1. Document Review

Review required contractor submittals, such as shop drawings and samples, to determine if they conform to the Landscape Architect's visual and aesthetic design intent. Review RFI's and issue ASI or revisions, as needed. Budget: 10 hours.

3.2. Site Visits

Participate in one (1) Project site visit at the completion of the construction to review that the installation is generally consistent with the intent of SHLA's Construction Documents. Includes provision of punch list. We are available for additional site visits during this phase as requested by the Client or owner. Budget: 8 hours.

Although Landscape Architect may observe and discuss potential problems, these visits are not construction inspections or a guarantee that there will not be construction deficiencies.

Excluded Services are not a part of Landscape Architect's Basic or Additional Services and are the responsibility of others. Excluded Services include, but are not limited to, the following: vehicular paving design; structural engineering; grading and drainage (except as otherwise described above); civil engineering or surveying; color or 3D renderings; site lighting; soil testing; arborist services or reports; irrigation audit; signage; submittal to or preparation of documents for submittal to Caltrans, Fish and Game, or US Corps of Engineers (if different than as described in the Scope of Services); attendance at civic meetings (e.g. – City Council, Planning Commission); payment of permitting or processing fees.

Compensation

Basic Services:

1. Concept Design Phase	\$3,500.00
2. Construction Document Phase	\$7,000.00
3. Construction Administration Services (T&M; allowance)	\$2,500.00

Time & Materials tasks will be billed on actual hours incurred at the landscape architect's established hourly rate.

Reimbursable Expenses are subject to a multiple of 1.15 and include, but are not limited to: reproduction, postage, delivery and handling of documents; long distance and facsimile charges; authorized travel; and Client requested renderings and models. All internally printed or plotted documents will be billed at Landscape Architect's established rates.

Landscape Architect shall bill Client for Basic and Additional Services and Reimbursable Expenses once a month or at the completion of milestones as established above. All payments are due Landscape Architect upon receipt of invoice. An amount equal to 1.5% per month will be charged on all amounts due more than 60 days after the date of invoice.

Contract Terms and Conditions

The attached Exhibit 1-A is incorporated herein by reference.

We are pleased to submit this agreement for professional services and are ready to begin working with you upon receipt of a signed copy of this agreement.

AGREEMENT INITIATED BY:
Sam Harned Landscape Architect



Sam Harned, ASLA
Landscape Architect
CLA 4881
m&s-standford crossing road extension-shla landscape proposal.docx

AGREEMENT ACCEPTED AND AUTHORIZATION TO PROCEED BY CLIENT

MACKAY AND SOMPS CIVIL ENGINEERS, INC.

Authorized Signature _____ **Date** _____

Printed Name _____ **Title** _____

Client's Contact Information
Mailing address for invoices and notices if different than first stated above _____

Accounts Payable Phone No.: _____

EXHIBIT 1-A
AGREEMENT BETWEEN CLIENT AND LANDSCAPE ARCHITECT

The following are the terms and conditions under which Sam Harned Landscape Architect agrees to provide professional design services to Client. This Exhibit is intended to supplement the Agreement to which it is attached, and together with any other exhibits shall comprise the "Agreement". Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

Article 1 - Landscape Architect's Basic and Additional Services

A. As described in the Scope of Services attached with this Agreement.

B. Landscape Architect agrees to provide its professional services in accordance with the skill and care ordinarily employed by similarly-situated professionals performing similar services for similar projects in the same vicinity.

Article 2 - Client's Responsibilities

A. Client agrees to provide Landscape Architect with all information, surveys, reports, and professional recommendations and any other related items requested by Landscape Architect in order to provide its professional services. Landscape Architect may rely on the accuracy and completeness of these items.

B. Client shall furnish the services of the following consultants: structural engineer; civil engineer; electrical engineer; mechanical engineer; geotechnical consultant; architect; soils consultant; arborist; pool consultant.

C. Client agrees to advise Landscape Architect of any known or suspected contaminants at the Project site. Client shall be solely responsible for all subsurface soil conditions.

D. Client will obtain and pay for all necessary permits from authorities with jurisdiction over the Project.

E. Client agrees to provide the items described in Article 2.A and to render decisions in a timely manner so as not to delay the orderly and sequential progress of Landscape Architect's services.

Article 3 - Estimated Schedule, Project Budget, and Opinion of Probable Costs

A. Landscape Architect shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact any Project schedule.

B. As of the date of this Agreement, Client's Project budget and construction budget are unknown. Client agrees to promptly notify Landscape Architect if Client's schedule or budget changes. Client acknowledges that significant changes to the Project or construction schedule or budget, or to the Project's scope may require Additional Services of Landscape Architect.

C. Any evaluation of Client's budget for the Project, preliminary estimates or updated estimates of probable cost prepared by SHLA represent SHLA's opinion as an experienced and qualified professional generally familiar with the industry. It is recognized, however, that neither SHLA nor Client has control over the cost of labor, materials, equipment, or services provided by others or over competitive bidding, market, or negotiating conditions. Accordingly, SHLA cannot and does not warrant or represent that bids or negotiated prices will not vary from Client's budget for the Project or any estimate or evaluation prepared or agreed to by SHLA.

Article 4 - Compensation and Payments

A. Client agrees to pay Landscape Architect as described in the Proposal for Professional Services.

Article 5 - Termination

- A. Either Client or Landscape Architect may terminate this Agreement upon seven days written notice.
- B. If terminated, Client agrees to pay Landscape Architect for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination.
- C. Upon not less than seven days' written notice, Landscape Architect may suspend the performance of its services if Client fails to pay Landscape Architect in full for services rendered or expenses incurred. Landscape Architect shall have no liability because of such suspension of services or termination due to Client's nonpayment.

Article 6 - Dispute Resolution

- A. Client and Landscape Architect agree to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation, which shall be the method of binding dispute resolution. The mediation shall be conducted by a mediation service acceptable to the parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally.

Article 7 - Use and Ownership of Landscape Architect's Documents

- A. Upon the parties signing this Agreement, Landscape Architect grants Client a nonexclusive license to use Landscape Architect's documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by Landscape Architect, including but not limited to, drawings and specifications, are the property of Landscape Architect. These documents shall not be reused on other projects without Landscape Architect's written permission. Landscape Architect retains all rights, including copyrights, in its documents. Client shall not use, and shall not engage others to use Landscape Architect's documents to complete this Project with others unless Landscape Architect is found to have materially breached this Agreement. Client shall defend, indemnify, and hold harmless Landscape Architect for any claims, damages, or losses arising out of Client's reuse, modification, or transfer of Landscape Architect's documents.

Article 8 - Miscellaneous Provisions

- A. This Agreement is governed by the law of California, and proper venue for any litigation arising out of or related to this Agreement shall be in Stanislaus County, California.
- B. This Agreement is the entire and integrated agreement between Client and Landscape Architect and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by both Client and Landscape Architect.
- C. In the event that any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.
- D. Neither Client nor Landscape Architect shall assign this Agreement without the written consent of the other.
- E. Irrespective of any other term in this Agreement, Landscape Architect shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures; or for construction safety or any other related programs; or for another parties' errors or omissions or for

another parties' failure to complete their work or services in accordance with Landscape Architect's documents.

F. Client agrees to indemnify, defend and hold Landscape Architect harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the Project and/or this Agreement, except that the Landscape Architect shall not be entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be solely caused by Landscape Architect's negligent errors or omissions.

G. Client and Landscape Architect waive consequential damages for any claims, disputes or other matters in question arising out of or relating to this Agreement. Landscape Architect's waiver of consequential damages, however, is contingent upon the Client requiring contractor and its subcontractors to waive all consequential damages against Landscape Architect for claims, disputes or other matters in question arising out of or relating to the Project. Landscape Architect's liability arising out of or related to the Project shall be limited to its fee amount.

H. To the extent damages are covered by property insurance during construction, Client and Landscape Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for such damages. Client or Landscape Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties described in this paragraph.

I. Client acknowledges and agrees that proper Project maintenance is required after the Project is complete. A lack of or improper maintenance in areas such as, but not limited to, the design elements derived from the Scope of Services may result in damage to property or persons. Client further acknowledges and agrees that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.

J. We are not responsible for liner, waterproofing, drainage from roof, weigh load bearing issues, maintenance, safety, and means and/or methods of the contractor installing our work.

K. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.

L. If this Agreement is not signed and returned to Landscape Architect within 45 days, the offer to perform the described services may, in Landscape Architect's sole discretion, be withdrawn and be null and void.

M. Landscape Architect is licensed by the State of California.

LANDSCAPE ARCHITECT

CLIENT

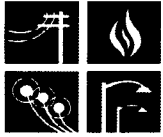


Date: 29 April 2024

Date: _____

CLA No 4881

Renewal Date 12/31/2024



GIACALONE

DESIGN SERVICES, INC.

City of Lathrop PWD
390 Towne Centre Drive
Lathrop, California 95330
Attn: Brad Taylor, PE/TE, City Engineer

Direct 209 941-7438
E-mail btaylor@ci.lathrop.ca.us

Re: Stanford Crossing Extension Project, Lathrop

Giacalone Design is pleased to submit our proposal for the Public Street Light design and related Consulting Services for the above mentioned project. Based on our knowledge of the project we would suggest the scope of work presented below:

This proposal is based on the following information:

- a. Provide 2200IF of lighting design along Stanford Crossing Road from Lathrop Road to Dos Reis Road.
- b. Assumes the pervious Street light service point established on original job will be utilized. Does not include any service designs for new street light service points.

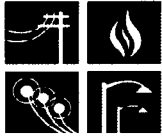
Extensive coordination will be necessary with all utilities, City of Lathrop, Civil Engineer and the Client for the placement of new dry utilities. Based on the information provided to GDSI, experience with the utility companies and previous projects in the City of Lathrop, GDSI proposes the scope of work presented below.

Task # 1 - Job Start Up

- a. Billing folder and Job folder creation
- b. Send out requests to design team for plan sets and AutoCAD files
- c. Coordinate with Client to prepare an "Application for Service" and submit signed original to PG&E. The application is to include electric and gas load information provided by the Client's project electrical and plumbing consultants
- d. Preliminary investigation - field visit
- e. Request mapping documents from all utility companies
- f. Obtain record documents and establish the location and availability of existing utilities from information available at the various utility companies and a site visit to review the visible surface features
- g. Submit preliminary project plans (including, improvement plans; grading plans; tract map; architectural plans; mechanical, electrical and plumbing plans) to the participating utility companies

Task # 2 - Provide Photometric study

- a. Determine light locations based on IESNA and/or City standards
- b. Provide Photometric studies to determine light locations (only includes initial (2) photometric study & (2) revision; and only includes 2 rounds of comments from the local agency)
- c. Provide drawings to project team consultants for coordination purposes and to participate in the cooperative design effort to resolve potential design conflicts



GIACALONE

DESIGN SERVICES, INC.

Task # 3 - Provide Construction Drawings

- a. Conduit size and routing
- b. Conductor size and quantities
- c. Pull box locations
- d. Light locations
- e. Service points
- f. Conduit locations relative to curb and gutter

Task # 4 - Provide detail sheet

- a. Pole detail
- b. Light detail
- c. Base detail
- d. Box details
- e. Fusing detail
- f. Bolt patterns
- g. Luminaire schedule
- h. Conduit schedule
- i. Construction notes
- j. Budgets will be broken out to reflect project phasing
- k. Address comments from design team and City
- l. Obtain approval from design team and City

Task # 5 -Coordinate with PG&E to determine Service Point

- a. Set up meetings as necessary
- b. On going coordination with representative

Task # 6 - Coordinate with all other design team members to develop Complete drawings

- a. Set up meetings as necessary
- b. On going coordination with representative

Task # 7 - Prepare Bid Package and Specifications

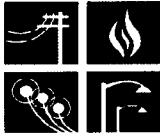
- a. Will include itemized quantities of material being installed for all utility systems associated dry utility plan. Bid document consist of +/- 8 pages as well as a summary page
- b. The bid package will include PG&E Electric Relocation (if applicable) and Street Lighting plans

Task # 8 - Schedule and attend a Pre-Construction Meeting

- a. Coordinate and attend a pre-construction meeting with Client, dry utility providers, trenching agent and survey crew prior to the start of joint trench construction; Provide current utility drawings to attendees as required; Consultant will conduct meeting, taking notes of dates and comments on a check-off list and provide a copy to Client and those requesting

Task # 9 -Design Team Meetings and Utility Meetings - T&M see Rate Sheet

- a. Consultant will attend all Client-requested meetings (i.e. design team meetings, field meetings, utility meetings, etc.)
- b. All meetings will be billed on a Time and Materials (T&M) basis per the attached Rate Sheet
- c. If additional and/or weekly meetings are required beyond the initial allocated budget, a Change Order will be issued to cover the additional T&M cost for a Not-to-Exceed (NTE) amount per the attached Rate Sheet



GIACALONE

DESIGN SERVICES, INC.

Payment & Terms:

- a. Services performed on a Fixed Fee basis as designated below shall be invoiced based upon the percentage of the services completed during the invoiced billing period.
- b. **Payments are due and payable by Client within seven (7) days of receipt of funds from Owner/Developer OR sixty (60) days from the date of the GDSI invoice, whichever is sooner.**
- c. On July 1 and December 31 of each calendar year, below fees and the Charge Rate Schedule will be subject to an automatic increase to cover wage adjustments for field and office personnel and other costs.

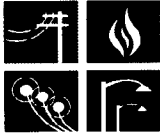
Professional Service Fixed Fees are as follows:

Task # 1 - Job Start Up	\$2,000.00
Task # 2 - Provide Photometric study	\$1,000.00
Task # 3 - Provide Construction Drawings	\$5,000.00
Task # 4 - Provide detail sheet	\$3,000.00
Task # 5 -Coordinate with PG&E to determine Service Point	Not Included
Task # 6 - Coordinate with all other design team members to develop Complete drawings	\$2,000.00
Task # 7 - Prepare Bid Package and Specifications	\$1,000.00
Task # 8 - Schedule and attend a Pre-Construction Meeting	\$500.00
Task # 9 -Design Team Meetings and Utility Meetings - T&M see Rate Sheet	\$1,000.00

Total Base Bid: \$15,500.00

Reimbursable Expenses: NTE \$2,000.00

- a. Mail and Delivery Costs : Cost plus 10%
- b. Plan Reproduction Costs: In-House Printing \$2.00 per page; Outsourced Printing Cost plus 10%
- c. FTP Website Management Fees: \$120 per hour (minimum 1 hour fee)
- d. Other Job Related Costs (Fees charged by public agencies to obtain information on existing facilities, fees for additional insurance fees for advanced to public agencies and any other fees incurred per clients request): Cost



GIACALONE

DESIGN SERVICES, INC.

For our preliminary Utility investigation, the Client shall provide the following:

- a. Preliminary Plan and/or tentative map
- b. Executed PG&E Application for Service
- c. Preliminary improvement plans
- d. Preliminary grading plans
- e. Preliminary development plan with meter locations
- f. Preliminary architectural plans (including electrical and mechanical plans if available)
- g. Geotechnical report
- h. AutoCAD Files

Additional Exclusions:

- * Revisions to plans based on change in product type and/or changes to approved Civil Plans
- * Property acquisitions (right of ways, easements, etc.)
- * Temporary service for construction trailer and/or model homes, unless specified in Scope of Work
- * Parking Lot, Bollard, Pathway or Tree Up Lighting Designs; Lighting beyond property frontage; Title 24 Calculations; or Design associated with CalTrans Lighting
- * Any work to off-site facilities other than those listed in Scope of Work
- * Field supervision, construction forces, or installation
- * Revisions for Asbuilts/record drawings unless specified in Scope of Work
- * Client will pay all Utility application & contract fees
- * Permit application or acquisitions
- * Review of project submittals
- * Any relocation of existing underground facilities, unless listed in Scope of Work
- * Task Management Software (i.e. Procore, Pull Planning, Lean Planning Sessions, etc.)
- * Utility surveying or mark and locate. It is up to the developer consultant to provide GDSI with the line work of all existing utilities. GDSI will not guarantee that there will not be any conflicts with existing utilities with out this information
- * **Any plan sets beyond 2nd City submittal will be billed as an additional charge on a T&M basis.**

Qualifications:

- * Project to be designed in one (1) phase
- * This proposal assumes GDSI will be working with a Design Team consisting of only One (1) Civil Engineer, 1 Architect, 1 M.E.P., and 1 Landscape Architect on the aforementioned project

If at any time, the project is put on hold and remains inactive for a period of 3-6 months or longer, GDSI reserves the right to close out the project and remove it from GDSI's active jobs list. If or when the project becomes active again, GDSI will provide a new proposal at that time.

This proposal is valid for 60 days from the date of this proposal. If the proposal is not signed and executed within the 60-day time period, a new proposal will need to be issued.

Sincerely,

Paul Giacalone

Accepted by:

Signature

Date

8080 Santa Teresa Blvd, Suite 240 | Gilroy, CA 95020
5820 Stoneridge Mall Rd, Suite 345 | Pleasanton, California 94588
555 Mason St., Suite 150 | Vacaville, CA 95688
t 925.467.1740 | www.giacalonedesign.com

UTILITY CONSULTING & FORWARD PLANNING
JOINT TRENCH COMPOSITES + GAS & ELECTRIC DESIGN + STREET LIGHT DESIGN + DRY UTILITY BUDGETS



VISION THAT MOVES YOUR COMMUNITY

April 29, 2024

Mr. Chris Ragan
MacKay & Soms
5142 Franklin Drive, Suite B
Pleasanton, CA 94588
PH: (925) 225-0690
FX: (925) 227-0698
Email: cragan@msce.com

Subject: Proposal for Traffic Design Services for Stanford Crossing Extension Project in the city of Lathrop

Dear Chris,

Thank you for the opportunity to provide you a scope and fee for Signing and Striping segment at the above referenced location. The plans will be prepared in coordination with civil improvements plans being prepared by MacKay & Soms. Following is the proposed scope and fee based on our emails and conversations.

TJKM has broken the effort into one main task:

1. Preparation of Signing and Striping Plans and Estimate & Meetings

TASK 1-PREPARATION OF SIGNING AND STRIPING PLANS AND ESTIMATES & MEETINGS

TJKM will use the AutoCAD master base file prepared by MacKay & Soms and prepare 1"=40' scale signing and striping plans in AutoCAD format for the Stanford Crossing Extension Project. The design plans will include all signing and striping required by the City of Lathrop. TJKM will design all the required Signing and Striping Plans for this Extension Project. TJKM anticipates approximately 2200' of Signing and Striping and this budget will include two meetings with the City and a site visit with City Staff. It also includes all field work required to obtain all existing striping and signs to conform from new to existing roadway.

PS&E DELIVERABLES

We have assumed 3 rounds of review at the 65%, 95%, and Final check stages with the City. For each round of review, we will prepare a response to comments matrix addressing the comments from the previous round.

www.TJKM.com

PLEASANTON ♦ SAN JOSE ♦ SANTA ROSA ♦ OAKLAND ♦ SACRAMENTO ♦ FRESNO

Corporate Office: 4305 Hacienda Drive, Suite 550, Pleasanton, CA 94588

Phone: 925.463.0611 Fax: 925.463.3690 Email: tjkm@TJKM.com

DBE #40772 ♦ SBE #38780



VISION THAT MOVES YOUR COMMUNITY

TJKM will also prepare an opinion of probable construction cost at each review round in MS Excel format.

Deliverable: Electronic (.pdf) of the plans, response to comments matrix, opinion of probable construction cost in MS Excel format to insert into their master specification document for review by the City.

BUDGET

Task	Total
1. Preparation of Signing and Striping Plans and Estimates & Meetings	\$12,000
TOTAL Not to Exceed Amount	\$12,000

The above scope of service is based on our experience with similar traffic design projects. The designs will be in accordance with the City of Lathrop standards, California MUTCD guidelines, and Caltrans standard plans and specifications. We will bill monthly on a percent-complete basis.

TJKM will work as expeditiously as possible to meet your schedule for the project. We are prepared to begin work upon receipt of your notice to proceed and the AutoCAD civil base electronic file.

If you have any questions or require additional information regarding our scope or budget, please contact me at (925) 264-5015, or ebjorklund@tjkm.com

Sincerely,

Erik Bjorklund
Project Manager

Chris Ragan

Date

Project No.
P5747.018.001

May 1, 2024
Revised May 7, 2024

Ms. Veronica Albarran
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Subject: Stanford Crossing Extension
Lathrop, California

PROPOSAL FOR GEOTECHNICAL AND SWPPP SERVICES

Dear Ms. Albarran:

We are pleased to submit this proposal to provide geotechnical and SWPPP services for the Stanford Crossing Extension development in Lathrop, California. We understand that a storm drain is to be extended from the existing Booster Pump Station to Dos Reis Road, as shown in the exhibit below.

EXHIBIT 1: Site Boundary



SCOPE OF SERVICES

We propose the following scope of services based on our experience and discussions with Mackay & Soms.

Task 001 – Geotechnical Consultation

We propose to provide geotechnical consultation services through the design stage including pavement design recommendations, reviewing grading and improvement plans, and other ongoing consultation services, as necessary. We propose to provide geotechnical consultation services on a time-and-expense basis.

Task 002 – Erosivity Waiver

Based on our review of the provided information, we understand that the project will consist of less than 5 acres of ground disturbance and occur over one summer season, estimated May to October. Based on the estimated disturbance area and schedule, we conducted a preliminary risk level assessment and found the project is eligible for a Small Construction Rainfall Erosivity Waiver. The Small Construction Rainfall Erosivity Waiver which would exempt the project from requiring a Stormwater Pollution Prevention Plan (SWPPP) and coverage under the Construction General Permit (CGP), Order No. WQ 2022-0057-DWQ.

In accordance with the Small Construction Rainfall Erosivity Waiver requirements, we will prepare an erosivity waiver letter to submit through the State Water Resources Control Board's (SWRCB's) Stormwater Multiple Application and Report Tracking System (SMARTS). Our letter will include EPA Rainfall Erosivity calculations.

Additional fees to be paid directly to the State Water Resources Control Board for the permit application and annual fees during permit coverage are not included in our fee estimate. If actual project construction is longer, or begins later than the estimated schedule, the project may no longer be exempt from coverage under the CGP, and an update to our proposal and fee will be required.

ESTIMATED FEE

We propose to provide the above services for a total fee of **\$19,000**, as itemized in Table 1 below.

TABLE 1: Summary of Proposed Fees

SCOPE OF SERVICES	PROPOSED FEE	FEE TYPE*
Task 001: Geotechnical Consultation	\$15,000	T&E
Task 002: Erosivity Waiver	\$4,000	LS
TOTAL	\$19,000	-

* LS = lump sum, T&E = time-and-expense

Any requested contract changes would need to be approved in writing before we proceed. Additional services requested by you that are not outlined in this agreement, such as attendance at project meetings and preparation of draft reports, will be charged on a time-and-expense basis in accordance with our current fee schedule. Please let us know if you would like us to provide an estimate for any additional services.

AUTHORIZATION

ENGEO's liability for damage due to professional negligence, acts, errors, omissions, breach of contract and consequential damages will be limited by Client to an amount not to exceed an aggregate limit of fifty thousand dollars or ENGEO's fee, whichever is greater, regardless of the legal theory under which such liability is imposed.

If the above scope of services and fee are acceptable, please issue an addendum to our Master Services Agreement as our formal authorization to proceed.

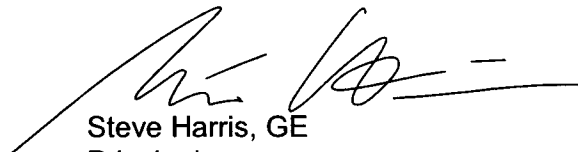
We look forward to serving you on this project. If you have any questions or comments regarding this proposal, please call and we will be glad to discuss them with you.

Sincerely,

ENGEO Incorporated



Connor Dunn
Project Engineer



Steve Harris, GE
Principal

cd/vkd/sdh/cb

**PAGE LEFT
INTENTIONALLY
BLANK**