

**CITY MANAGER'S REPORT
MARCH 11, 2019, CITY COUNCIL REGULAR MEETING**

ITEM: APPROVE PROFESSIONAL SERVICES AGREEMENT FOR DESIGN ENGINEERING SERVICES FOR THE LOUISE AVENUE AND MCKINLEY AVENUE PROJECT CIP PS 15-02 AND A BUDGET AMENDMENT

RECOMMENDATION: Adopt a Resolution Approving a Professional Services Agreement with Associated Engineering Group for Design Engineering Services for the Louise Avenue and McKinley Avenue Intersection Capital Improvement Project PS 15-02 and Authorizing Related Budget Amendment

SUMMARY

City Council approved the creation of Capital Improvement Project (CIP) Public Streets (PS) 15-02 for the intersection improvements of Louise Avenue and McKinley Avenue. In January of 2019, staff requested proposals for design engineering services from six (6) firms.

After reviewing and evaluating the proposals, Associated Engineering Group (AEG) was selected based on previous work history, qualifications, positive references, and their overall understanding of the project requirements.

Therefore, Staff requests that City Council authorize a Professional Services Agreement with AEG in the amount of \$95,070 plus a 15% contingency for a total cost of \$109,330.50 and authorizing its related budget amendment.

BACKGROUND

The City's Traffic Monitoring Plan (TMP) calls for upgrades to the Louise Avenue and McKinley Avenue intersection. Louise Avenue is a key east and west route for trucks and vehicles traveling between Lathrop, Manteca and unincorporated San Joaquin County. In 2015, City Council approved the creation of CIP PS 15-02 Louise Avenue and McKinley Avenue Intersection Improvement Project to widen Louise Avenue, modify lane configurations and upgrade the traffic signal equipment at the intersection. Staff applied for and received federal Congestion Mitigation and Air Quality (CMAQ) funding from the San Joaquin Council of Governments (SJCOG) in the amount of \$400,000 to construct the improvements.

The project will provide protected left-turns for both eastbound and westbound Louise Avenue. The intersection will be widened to provide exclusive left-turn lanes for all directions and will satisfy the Federal Highway Administration (FHA) Surface Transportation Assistance Act (STAA) truck route requirements for truck access to local businesses.

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MARCH 11, 2019, CITY COUNCIL REGULAR MEETING
APPROVE PROFESSIONAL SERVICES AGREEMENT FOR DESIGN
ENGINEERING SERVICES FOR THE LOUISE AVENUE AND MCKINLEY AVENUE
INTERSECTION IMPROVEMENT PROJECT PS 15-02 AND AUTHORIZING
RELATED BUDGET AMENDMENT

Staff requests that City Council authorize a Professional Services Agreement with AEG in the amount of \$95,070 plus a 15% contingency for a total cost of \$109,330.50 and a related budget amendment.

REASON FOR RECOMMENDATION

Design engineering services are needed to advance the Louise Avenue and McKinley Avenue Intersection Improvement Project PS 15-02. AEG was selected based on previous work history, qualifications, and their overall understanding of the project requirements. Staff recommends City Council approve a Professional Services Agreement with AEG for \$95,070 plus a 15% contingency for a total cost of \$109,330.50 and a related budget amendment.

FISCAL IMPACT:

Staff requests that City Council authorize a Professional Services Agreement with AEG in the amount of \$95,070 plus a 15% contingency for a total cost of \$109,330.50. CIP PS 15-02 currently holds a budget of \$50,000 for engineering services. The CMAQ funding can only be used for construction, therefore, staff requests a budget amendment in the amount of \$59,330.50 from the Gas Tax Fund (2030) to authorize the agreement for Louise Avenue and McKinley Avenue, PS 15-02.

Transfer Out	
2030-9900-990-9010	\$59,330.50
Transfer In	
3310-9900-393-000 PS 15-02	\$59,330.50
Appropriation	
3310-8000-420-8400 PS 15-02	\$59,330.50

ATTACHMENTS:

- A. Resolution Approving a Professional Services Agreement with Associated Engineering Group for Design Engineering Services for the Louise Avenue and McKinley Avenue Intersection Improvement Project PS 15-02 and Authorizing Related Budget Amendment.
- B. Agreement for Professional Engineering Consulting Services with Associated Engineering Group for Design Engineering Services.

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MARCH 11, 2019, CITY COUNCIL REGULAR MEETING
APPROVE PROFESSIONAL SERVICES AGREEMENT FOR DESIGN
ENGINEERING SERVICES FOR THE LOUISE AVENUE AND MCKINLEY AVENUE
INTERSECTION IMPROVEMENT PROJECT PS 15-02 AND AUTHORIZING
RELATED BUDGET AMENDMENT

APPROVALS



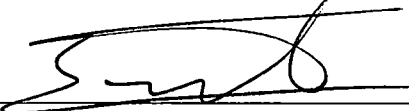
Brad Taylor
Associate Engineer

3/7/19
Date



Michael King
Assistant Public Works Director

3-7-19
Date



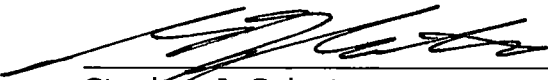
Salvador Navarrete
City Attorney

3-7-19
Date

for 

Cari James
Administrative Services & Finance Director

3-7-19
Date



Stephen J. Salvatore
City Manager

3-7-19
Date

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ASSOCIATED ENGINEERING GROUP FOR DESIGN ENGINEERING SERVICES FOR THE LOUISE AVENUE AND MCKINLEY AVENUE INTERSECTION CAPITAL IMPROVEMENT PROJECT PS 15-02 AND AUTHORIZE RELATED BUDGET AMENDMENT

WHEREAS, the Louise Avenue and McKinley Avenue Intersection Improvement Project PS 15-02 was included in the approved FY 2018/19 budget; and

WHEREAS, the project consists of the installation of new traffic signals and widening the intersection of Louise Avenue and McKinley Avenue; and

WHEREAS, the intersection improvements will help reduce delays, excessive traffic back up and provide Surface Transportation Assistance Act (STAA) truck route compliance; and

WHEREAS, staff applied for and received CMAQ funding from San Joaquin Council of Governments (SJCOG) in the amount of \$400,000 to construct the improvements; and

WHEREAS, design engineering services are needed to advance the Louise Avenue and McKinley Avenue Intersection Improvement Project PS 15-02; and

WHEREAS, staff requested proposals for design engineering services from six (6) firms and received proposals from one (1) firm and Associated Engineering Group (AEG) was reviewed and selected based on previous work history, qualifications, positive references, and their overall understanding of the project requirements.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby approve an agreement with AEG for Design Engineering Services in the amount of \$95,070 plus a 15% contingency for a total cost of \$109,330.50 and a related budget amendment in the amount of \$59,330.50 from the Gas Tax Fund (2030).

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby authorize the following budget amendment to the following accounts:

Transfer Out	
2030-9900-990-9010	\$59,330.50
Transfer In	
3310-9900-393-000 PS 15-02	\$59,330.50
Appropriation	
3310-8000-420-8400 PS 15-02	\$59,330.50

The foregoing resolution was passed and adopted this 11th day of March 2019, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

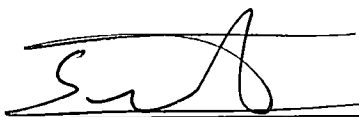
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CITY OF LATHROP AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES WITH ASSOCIATED ENGINEERING GROUP FOR THE LOUISE AVENUE AND MCKINLEY AVENUE INTERSECTION CAPITAL IMPROVEMENT PROJECT PS 15-02

THIS AGREEMENT, dated for convenience this 11th day of March 2019, is by and between Associated Engineering Group (“CONSULTANT”) and the CITY OF LATHROP, a California municipal corporation (“CITY”);

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Professional Engineering 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 Engineering 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 Engineering 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 agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY’S satisfaction.

(2) Compensation.

CITY hereby agrees to pay CONSULTANT a sum not to exceed \$95,070, for the Professional Engineering 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 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 March 11, 2019, and it shall terminate no later than June 30, 2020.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
ASSOCIATED ENGINEERING GROUP

(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, a 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.

The services shall be performed by, or under the direct supervision, of CONSULTANT's Authorized Representative: **Ryan Carrel**, 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.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
ASSOCIATED ENGINEERING GROUP

(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 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).

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
ASSOCIATED ENGINEERING GROUP

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.
- (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.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
ASSOCIATED ENGINEERING GROUP

- (iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:
 - 1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - 2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 - 3. If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The CITY shall have the right to exercise at the CONSULTANT'S cost, any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage.
 - 4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this Agreement.
- (d) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured 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;

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
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- (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 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.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
ASSOCIATED ENGINEERING GROUP

(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 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: Associated Engineering Group
4206 Technology Dr., Ste. 4
Modesto, CA 95356
Phone: (209) 545-3390

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
ASSOCIATED ENGINEERING GROUP

(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.
- (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.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
ASSOCIATED ENGINEERING GROUP

- (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.

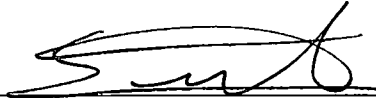
(18) Signatures

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 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
ASSOCIATED ENGINEERING GROUP

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

3-7-19

Date

Recommended for Approval:

City of Lathrop
Assistant Public Works Director

Michael King

Date

Accepted By:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore

Date

City Manager

Consultant:

Associated Engineering Group
4206 Technology Drive, Ste. 4
Modesto, CA 95356

Fed ID # _____

Business License # _____

Date

(Print Name and Title)

Scope of Work

After reviewing the Request for Proposal, dated January 17, 2019, it is our understanding that the project will include but not be limited to the outlined scope identified in the RFP. See below for a summary of the scope of work to be performed:

TASK 1 – RECONNAISSANCE AND FIELD SURVEYS

Topographic Survey

Associated Engineering Group, Inc. will perform the required services for the preparation and coordination of a topographic survey as required for design purposes. We will perform the field data collection to include horizontal locations of planimetric features along with surface and subsurface utilities. The preparation of the base mapping and topographic plans will be prepared in AutoCAD format and provided to design team as needed to perform task items 3 & 4.

- Obtain and review project related documents.
- Perform field survey.
- Prepare topographic plan and base mapping.
- Coordinate with property owners, utility agencies and city staff as needed during field survey.
- Maintain coordination with utility agencies throughout the project.
- Potholing requirements will be determined during preliminary engineering and will be addresses on the construction document specification and contractors' requirements.

Site Visit and As-Built Plan Review

Fehr & Peers will perform a site visit to observe traffic patterns including pedestrian, bicycle, and truck activity. We will field check existing traffic signal equipment to evaluate its condition and verify as-built traffic signal plans provided by the City. Visible utilities and drainage facilities will be noted for use in the design to reduce potential of conflict with proposed traffic signal equipment.

Traffic Counts

We will perform weekday AM and PM peak hour traffic counts at the intersection to determine the existing volumes and turning movements for cars, trucks, pedestrians, and bicyclists.

TASK 2 – ENVIRONMENTAL

BaseCamp Environmental will perform the necessary work for the environmental task to include the following:

NEPA Compliance Tasks

It appears that the project will qualify for a Categorical Exclusion under NEPA. BaseCamp will prepare a Caltrans Preliminary Environmental Study form and any required technical studies in order to support a Caltrans Categorical Exclusion determination. NEPA compliance would involve the following tasks.

Prepare PES Form

BaseCamp will prepare a preliminary version of the Caltrans PES form in consultation with Associated and submit an Administrative Draft to the City for review and comment. The PES form will be revised in response to City comments, and, on City approval, submit the PES form to Caltrans. If required, BaseCamp will attend a field meeting with Caltrans to discuss the PES, anticipated NEPA determination, required technical studies and Area of Potential Effect. It is anticipated Caltrans will complete and sign the PES form as submitted, subject to Caltrans staff modifications; if requested by Caltrans, BaseCamp will revise the PES as requested.

TASK 2 – ENVIRONMENTAL (continued)

Technical Studies

BaseCamp Environmental will prepare technical studies for the project as specified in the signed PES form. The following environmental technical studies are expected to be required based on BaseCamp's understanding of the project and its environmental setting, experience with District 10 environmental staff and the probable content of the PES form. During the environmental determination, additional technical studies may be warranted and are listed below as add alternatives. All technical studies will initially be submitted to the City for review and comment, revised as requested and submitted to Caltrans. Each study will be revised as required by Caltrans comment until approved.

Initial Site Assessment (ISA)- add alternative item to be determined during environmental process

If required, BaseCamp will prepare an Initial Site Assessment (ISA) of potential hazardous waste and hazardous material concerns on and near the project site in accordance with the requirements of the Caltrans SER and ASTM 1527 guidance for the preparation of Phase I Environmental Site Assessments. The technical basis for the document will include a search of the applicable government databases, review of aerial photographs and maps, a field survey of the project site, analysis of potential hazardous waste and material issues.

Natural Environment Study – Minimal Impact (NES-MI) - add alternative item to be determined during environmental process

Significant biological concerns are not anticipated, and no documentation may be required of the City. If required, an NES-MI will be the appropriate biological resource document. The NES-MI will be prepared under the direction of BaseCamp Environmental by subcontractor Moore Biological Consultants in accordance with Caltrans SER requirements. The technical basis for the document will include a search of the CNDDDB, US Fish and Wildlife and other applicable databases, a field survey of the project site, analysis of potential biological effects and identification of avoidance, minimization and mitigation measures needed to assure compliance with applicable federal statutes and executive orders.

Area of Potential Effect (APE) Map

BaseCamp Environmental will work with Associated to prepare a draft APE map for review and approval by the City. The APE will be plotted on a project base map clearly depicting existing and proposed right-of-way and intersection geometrics, proposed improvement geometrics and the proposed archaeological, and if necessary historical, APE boundaries. Signature lines will be provided for the City Project Engineer, the Caltrans PQS and the Local Assistance Engineer. On City approval, the APE map will be submitted for Caltrans review and comment and revised as required until approved by Caltrans.

Archaeological Survey Report (ASR) and Historic Properties Survey Report (HPSR)

If required, an ASR and accompanying HPSR will be prepared under the direction of BaseCamp Environmental by subcontractor Solano Archaeology in accordance with Caltrans SER, Section 106 of the NHPA and CEQA requirements as well as any applicable programmatic agreements. The technical basis for the document will include a search of the CSU Stanislaus database, contextual research, consultation with Native American representatives, a field survey of the project site, analysis of potential cultural resource effects and identification of avoidance, minimization and mitigation measures needed to assure compliance with applicable federal statutes and executive orders. The ASR/HPSR will be submitted to the City for review and approval, revised as required and submitted to Caltrans for review and comment; the ASR/HPSR will be revised as required until approved by Caltrans.

Noise - add alternative item to be determined during environmental process

The project is not a Type 1 project requiring a Noise Study Report and does not appear to involve sensitive receptors - residences – in the project vicinity. Nonetheless, Caltrans may require preparation of a Noise technical memorandum addressing potential construction noise impacts. BaseCamp will prepare and submit a draft Noise technical memorandum for City review and approval. The memo will be revised as required and submitted to Caltrans for review and comment, and then revised as required to obtain Caltrans approval.

TASK 2 – ENVIRONMENTAL (continued)

Air Quality

The project appears to be exempt from regional conformity per 40 CFR 93.127 and should not be considered a Project Of Air Quality Concern (POAQC) or require quantitative modeling. BaseCamp will prepare the necessary confirmation documents for City submittal to the Interagency Consultation process.

Assist NEPA Categorical Exclusion

On behalf of the City, BaseCamp will coordinate with Caltrans staff and provide assistance, information and documentation as required to support completion of Categorical Exclusion documentation

CEQA Compliance Tasks

It is anticipated that required CEQA documentation will require preparation of an Initial Study/Mitigated Negative Declaration and that the Lathrop Department of Public Works will be the CEQA Lead Agency. The following tasks define the required CEQA document preparation and processing tasks.

Administrative Draft IS/MND

BaseCamp Environmental will prepare an Administrative Draft Initial Study based on Appendix G of the most recent CEQA Guidelines that describes the environmental setting of the project and the project's potential environmental effects in each of the areas of concern listed in the Initial Study Checklist. The Initial Study will include:

A Project Description will describe the major elements of the project using text and graphics.

The Initial Study will include a narrative presenting background information and impact analysis in each of the areas of concern identified in the CEQA checklist. The analysis will include a significance determination; where potentially significant environmental effects are identified, the Initial Study will present feasible mitigation measures that could avoid, minimize or mitigate the significant effects.

The analyses will rely on technical information included in NEPA technical studies where appropriate and otherwise on available technical publications including the Lathrop City General Plan, previous BaseCamp CEQA studies for projects in the project vicinity, California Air Resources Board air monitoring data, NRCS soils surveys, State Important Farmland Maps, State geologic, fault and seismicity maps, Geotracker and Envirostor databases, FEMA FIRMs and State demographic data, among others.

The administrative Draft IS/MND will be submitted to the City for review and comment. BaseCamp will incorporate City comments into the IS/MND.

Public Review Draft IS/MND

The revised IS/MND will be resubmitted to the City for final (screencheck) review together with a draft Notice of Intent, Notice of Completion and IS/MND Summary. Upon City comment and approval, BaseCamp will transmit the NOC and 15 IS/MND summaries to the State Clearinghouse, the Notice of Intent and 5 copies of the IS/MND to the City, and the electronic version of the entire document for uploading to the City web site, reproduction and distribution to local agencies as required.

BaseCamp will provide technical support City staff in publishing the Notice of Intent, in making the required Notice of Intent and IS/MND filing with the San Joaquin County Clerk/Recorder, and in identifying local parties that should receive a Notice of Intent.

Prepare City Council Adoption Materials

BaseCamp and Associated will review comments received during the public review period and prepare responses to comments, where warranted, in memo format rather than a standalone Final IS/MND. It is assumed that comments do not raise major new issues or objections to the project that require lengthy responses, or that might trigger recirculation of the IS/MND. BaseCamp will also prepare a Mitigation

TASK 2 – ENVIRONMENTAL (continued)

Monitoring/Reporting Plan (MMRP) for review and comment by the City. Both the response to comment memo and the MMRP will be revised to reflect City comments and then resubmitted for incorporation in the City Council approval materials.

Notice of Determination

BaseCamp will prepare a Notice of Determination (NOD) for the project immediately following approval and submit it to City staff for review. BaseCamp will file the NOD with the San Joaquin County Clerk. Filing fees will be the responsibility of the City.

TASK 3 – PRELIMINARY ENGINEERING & FINAL DESIGN

Roadway Design and Civil Improvements

Associated Engineering Group, Inc. will prepare documents, studies, drawings and technical specifications for the intersection improvement project. We will evaluate existing wheel chair ramps, intersection, corridor signage, striping, road widening, and pavement rehabilitation. Truck turning movement simulations will be prepared per STAA truck route compliance for geometric design. Prepare preliminary design recommendations for City review and comments. We will address comments and prepare final design for City approval.

Forecasting and Traffic Study

Fehr & Peers will complete a traffic analysis for the intersection of Louise Avenue and McKinley Avenue to determine the required intersection configurations to provide acceptable level of service conditions for build-out of the City's General Plan.

Using a combination of Existing AM and PM peak hour traffic counts and the San Joaquin Council of Governments (SJCOG) / City of Lathrop Travel Demand Forecasting (TDF) Model, Fehr & Peers will develop Cumulative AM and PM peak hour volumes for the intersection. Fehr & Peers will analyze the intersection using Synchro and SimTraffic to determine intersection geometrics, pocket lengths, phasing plan, and resulting delays, levels of service and queue lengths.

Documentation and Meetings

The results of the traffic analysis and recommendations including traffic index, lane geometry, turn pocket lengths, and traffic signal phasing will be documented in a draft Technical Memorandum for one round of review and comment by the City of Lathrop. Our team will meet with the City to discuss any questions or comments and incorporate feedback into a Final Traffic Operations Technical Memorandum.

Schedule

Associated Engineering Group, Inc. will prepare and maintain a detail schedule for the project and submit regular updates to the City and design team.

TASK 4 – CONSTRUCTION DOCUMENTS

Associated Engineering Group, Inc. with the support services of Fehr & Peers will prepare plans, specifications, and estimates (PS&E) for the intersection improvement project at Louise Avenue and McKinley Avenue.

The traffic signal modification design will accommodate the widening of Louise Avenue and include modification of vehicle, bicycle, and pedestrian detection, vehicle and pedestrian signals, and intersection safety lighting. Our design will include upgrading the existing pedestrian detection to Accessible Pedestrian Signals with equipment located per the latest ADA and CA MUTCD guidance. We expect that the existing controller and service cabinets will be able to remain in place. Plans will include updated conductor and equipment schedules.

Our team will prepare PS&E at 60%, 90%, and 100% levels for City review. We will address comments at each submittal level and prepare written responses to the comments. We will be available to meet with the City following each review to discuss any comments. We have budgeted for one in person meeting and two teleconferences during this task. Final plans will be submitted electronically in both .pdf and .dwg format as well as hard copy mylar. Final specifications will be submitted electronically in Microsoft Word format. The cost estimate will be provided as a lump sum item.

PS&E will comply with the latest City of Lathrop Design Standards, Standard Plans, Standard Specifications, Caltrans Standard Plans (2018), Caltrans Standard Specifications (2018) and the California Manual on Uniform Traffic Control Devices (CA MUTCD) (2014). PS&E will be prepared under the responsible charge of Ryan Carrel P.E., C61619 and Kristin Calia, P.E., C62461.

Traffic Signal Timing Sheet

Fehr & Peers will generate updated traffic signal timing parameters based upon the Task 3 Traffic Study recommendations. We will provide the City with an updated traffic signal timing sheet in Microsoft Excel format.

TASK 5 – BID PERIOD SERVICES

Our team will be available for support during the pre-bid and pre-construction periods. We will attend up to two in-person meetings (pre-bid and pre-construction). We will be available to respond to contractor questions and provide clarification on the Intersection Project PS&E. If necessary, we will provide revised PS&E incorporating addenda resulting from the bidding process.

TASK ITEM	2019									
	March	April	May	June	July	August	September	October	November	
Task 1 - Reconnaissance and Field Survey										
Topographic Survey	█									
Traffic Counts	█									
Task 2 - Environmental										
NEPA Compliance										
PES Form	█	█								
Air Quality Conformity		█								
Area of Potential Effect Map		█								
Archaeological Survey Report		█	█	█						
Initial Site Assessment (if required)			Add alternative item							
Natural Environmental Study (if required)			Add alternative item							
Noise Study (if required)			Add alternative item							
CEQA Compliance Task										
Administrative Draft IS/MND				█		See note				
Public Review Draft IS/MND					█		see note			
Prepare City Council Adoption Materials					█	█	see note			
Notice of Determination							█		see note	
Task 3 - Preliminary Engineering										
Roadway Design and Civil Improvements		█	█	█						
Forecasting and Traffic Study		█	█	█						
Design Review and Approval				█						
Task 4 - Construction Documents										
Construction Documents					█	█				
Plan Check Review and Approval							█			
Task 5 - Bid Period Services										
Bidding and Support Services								█		

Note: CEQA Start time frame adjusted for additional required technical studies.



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 Ph: (209) 545-3390

Fee Proposal
 Louise Avenue / McKinley Avenue
 Intersection Improvement Project (PS 15-02)
 Revised March 6, 2019



Task	Task Description	HOURS																		TOTAL		
		Civil Engineer	Qualified SWPPP Developer	Project Manager	Associate Civil Engineer	Senior Designer	Designer	SWPPP Technician	CADD Technician	Land Surveyor	Assistant Surveyor	Survey Technician	Field Technician (Robot-GPS)	Two-Person Field Crew	Field Tech (Robot-GPS) (PW)	Two-Person Field Crew (PW)	Land Planner	Project Planner	Assistant Planner		Graphic Designer	Technical Assistant
	Hourly Billing Rate	\$170.00	\$170.00	\$150.00	\$145.00	\$145.00	\$120.00	\$110.00	\$90.00	\$170.00	\$140.00	\$120.00	\$160.00	\$200.00	\$195.00	\$260.00	\$170.00	\$150.00	\$120.00	\$90.00	\$70.00	
TASK 1 - RECONNAISSANCE AND FIELD SURVEYS																						
A.	Field Reconnaissance and prepare a photographic record			0.5							2										\$ 355	
B.	Obtain and Review Available Record Information			2							3										\$ 720	
C.	Field Data Collection															20					\$ 5,200	
D.	Prepare Topographic Plans and Base Mapping in AutoCAD			0.5						2	16										\$ 2,655	
E.	Coordinate with property owners etc.			1																	\$ 150	
F.	Coordinate with Utility Companies			2																	\$ 300	
	Subtotal (Task)	0	0	6	0	0	0	0	0	2	21	0	0	0	0	20	0	0	0	0	\$ 9,380	
TASK 2 - ENVIRONMENTAL (BY BaseCamp Environmental- See below)																						
TASK 3 - PRELIMINARY ENGINEERING & FINAL DESIGN																						
A.	Right of Way acquisition (not needed)																					
B.	Roadway Design and Civil Improvements	8		4	40				32											1	\$ 10,710	
C.	Traffic Signal Design and Intersection Modifications (by Fehrs & Peers), Cord. only	4		2	2																\$ 1,270	
D.	Schedule	2		1																1	\$ 560	
	Subtotal (Task)	14	0	7	42	0	0	0	32	0	0	0	0	0	0	0	0	0	0	2	\$ 12,540	
TASK 4 - CONSTRUCTION DOCUMENTS																						
A.	Prepare construction documents	6		2	16				80											2	\$ 10,980	
B.	Coordinate "Boiler Plate" with local agency and incorporate into CD	2		0.5	3																\$ 850	
C.	Review plans and specifications for local agency conformance	2		0.5	2																\$ 705	
D.	Sign and stamp all plans prepare submittal package for local agency	1		0.5																1	\$ 315	
	Subtotal (Task)	11	0	3.5	21	0	0	0	80	0	0	0	0	0	0	0	0	0	0	3	\$ 12,850	
TASK 5 - BID PERIOD SERVICES																						
A.	Attend meetings and bid support services	4		4	4																\$ 1,860	
	Subtotal (Task)	4	0	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 1,860	
	Grand Total	29	0	20.5	67	0	0	0	112	2	21	0	0	0	0	20	0	0	0	0	5	\$ 36,630

Sub consultants List:		Estimated Cost
1.	Fehrs & Peers (Traffic Engineer - see attached fee summary)TASK 1,3,4 & 5	\$ 35,140
2.	BaseCamp (Environmental Consultant) TASK 2-NEPA & Exemption Evaluation, NOE	\$ 8,500
3.	Krazan (Geotechnical Consultant) TASK 1	\$ 4,300
	Total	\$ 47,940

Add Alternative: (To be determined during environmental process)		Estimated Cost
1.	Air Quality Conformity*	\$ 2,000
2.	Area of Potential Effect Map*	\$ 1,000
3.	Archaeological Survey Report (ASR) & Historic Properties Survey Report (HPSR)*	\$ 7,500
4.	Initial Site Assessment (ISA)	\$ 6,000
5.	Natural Environment Study, Minimal Impact (NES-MI)	\$ 7,500
6.	Noise Technical Memorandum	\$ 1,500
7.	CEQA - Initial Study / Mitigated Negative Declaration	\$ 25,000
	Total	\$ 50,500

Additional Cost	
Sub consultants	\$ 47,940
TOTAL BASE FEE	\$ 84,570

Anticipated Add Alternatives*	
Items 1, 2 & 3 only	\$ 10,500

TOTAL WITH ANTICIPATED ALTERNATIVES \$ 95,070

Note: This fee proposal is valid for a period of 120 days from submittal date.

* Anticipated items that are most likely required based on consultants past experience on similar projects.