

ITEM 4.18

CITY MANAGER'S REPORT JUNE 8, 2020 CITY COUNCIL REGULAR MEETING

ITEM: APPROVE A MASTER CONSULTANT AGREEMENT AND TASK ORDER NO. 1 WITH CSG CONSULTANTS, INC.

RECOMMENDATION: Adopt Resolution Approving a Master Consultant Agreement and Task Order No. 1 with CSG Consultants, Inc. to Provide Plan Check Services for the River Islands Project

SUMMARY:

The Development Engineering Division performs plan checks for proposed construction within the street right-of-way and other public lands throughout the City. Assistance with the plan checking workload is needed to provide a timely service and keep projects on schedule, specifically with the River Islands project. Staff requested a proposal from CSG Consultants, Inc. (CSG) to assist with plan check services associated with River Islands.

Staff recommends the City to enter into a Master Consultant Agreement with CSG for engineering plan check services to ensure the City timely completes plan check services. Staff also recommends that the City Council approve Task Order No. 1 with CSG to provide plan review services related to the River Islands project. Task Order No. 1 will be fully funded by plan check fees collected from development and will only be paid when revenue has been received.

BACKGROUND:

The Development Engineering Division performs plan checks for proposed construction within the street right-of-way and other public lands throughout the City. Assistance with the plan checking workload is needed to provide a timely service and keep projects on schedule, specifically with River Islands project. Gossett Civil Engineering is currently under contract with the City to provide plan check services for the River Islands project, however, Gossett Civil Engineering does not have interest in renewing their contract with the City. Therefore, the Development Engineering Division needs to pursue a new consultant to provide plan check services.

Staff requested a proposal from CSG to assist with plan check services associated with River Islands project. Staff recommends the City to enter into a Master Consultant Agreement with CSG for plan checking services to continue to provide a timely service and keep projects on schedule.

Staff also recommends that the City Council approve Task Order No. 1 with CSG to provide plan review services related to River Islands. Task Order No. 1 will be fully funded by plan check fees collected from development and will only be paid when revenue has been received.

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JUNE 8, 2020 CITY COUNCIL REGULAR MEETING
APPROVE A MASTER CONSULTANT AGREEMENT AND TASK ORDER NO. 1
WITH CSG CONSULTANTS INC.

The cost for the plan check services in Task Order No. 1 is not to exceed \$120,000 and no services will be authorized until the developer has paid plan check fees in excess of the consultant cost for the scope of work authorized.

REASON FOR RECOMMENDATION:

CSG is well qualified to plan check public improvements including streets, sewer and water utilities, storm drainage, and other types of public infrastructures. Assistance with the plan checking workload is needed to provide a timely service and keep projects on schedule, specifically with the River Islands project.

FISCAL IMPACT:

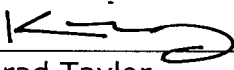
This item has been anticipated in the FY 2019/20 and FY 2020/21 budget and therefore a budget amendment is not needed.

ATTACHMENTS:

- A. Resolution Approving a Master Consultant Agreement with CSG Consultants Inc. and Task Order No. 1 to Provide Plan Check Services for the River Islands Project
- B. Master Agreement with CSG Consultants, Inc.
- C. Task Order No. 1 with CSG Consultants, Inc.

CITY MANAGER'S REPORT
JUNE 8, 2020 CITY COUNCIL REGULAR MEETING
APPROVE A MASTER CONSULTANT AGREEMENT AND TASK ORDER NO. 1
WITH CSG CONSULTANTS INC.

APPROVALS:

 FOR

Brad Taylor
Associate Engineer

5-28-2020

Date

_____
Michael King
Director of Public Works

5-28-2020

Date

 FOR

Glenn Gebhardt
City Engineer

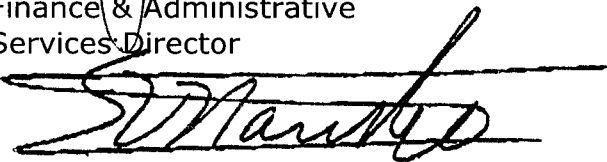
5-28-2020

Date

_____
Cari James
Finance & Administrative
Services Director


5-28-2020

Date

_____
Salvador Navarrete
City Attorney

5/28/2020

Date

_____
Stephen J. Salvatore
City Manager

6-3-2020

Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A MASTER CONSULTANT AGREEMENT AND TASK ORDER NO. 1 WITH CSG CONSULTANTS, INC. TO PROVIDE PLAN CHECK SERVICES FOR THE RIVER ISLANDS PROJECT

WHEREAS, the Development Engineering Division performs plan checks for proposed construction within the street right-of-way and other public lands throughout the City; and

WHEREAS, assistance with the plan checking workload is needed to provide a timely service and keep projects on schedule, specifically with the River Islands project; and

WHEREAS, Gossett Civil Engineering is currently under contract with the City to provide plan check services for River Islands project, however, Gossett Civil Engineering does not have interest in renewing their contract with the City. Therefore, the Development Engineering Division needs to pursue a new consultant to provide plan check services; and

WHEREAS, staff requested a proposal from CSG Consultants, Inc. (CSG) to assist with plan check services associated with River Islands. Staff recommends the City to enter into a Master Consultant Agreement with CSG for plan checking services to continue to provide a timely service and keep projects on schedule; and

WHEREAS, staff also recommends that the City Council approve Task Order No. 1 with CSG to provide plan review services related to the River Islands project. The cost for the plan check services in Task Order No. 1 is not to exceed \$120,000 and no services will be authorized until the developer River Islands Development, LLC has paid plan check fees in excess of the consultant cost for the scope of work authorized.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve a master consultant agreement and Task Order No. 1 with CSG Consultants, Inc. to provide plan check services.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 8th day of June 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

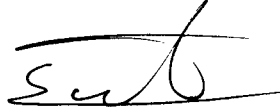
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas
City Clerk

APPROVED AS TO FORM:



Salvador Navarrete
City Attorney

CITY OF LATHROP

**MASTER CONSULTING AGREEMENT WITH
CSG CONSULTANTS, INC.**

**TO PROVIDE ENGINEERING PLAN CHECK SERVICES FOR THE
RIVER ISLANDS DEVELOPMENT PROJECT**

THIS AGREEMENT, dated for convenience this **8th day of June 2020**, is by and between **CSG Consultants, Inc.** (“CONSULTANT”) and the **City Of Lathrop**, a California municipal corporation (“CITY”);

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Engineering Plan Check Services, which are required by this agreement; and

WHEREAS, CONSULTANT has adequate staff to meet the fast pace and high volume of development review expected within River Islands; and

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

WHEREAS, CONSULTANT is willing to render such Engineering Plan Check Services, as hereinafter defined, on the following terms and conditions; and

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

AGREEMENT

(1) Scope of Service

CONSULTANT agrees to perform Engineering Plan Check Services in conformance with an approved Scope of Work submitted by the CONSULTANT. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and CITY’S satisfaction.

(2) Compensation

CITY hereby agrees to pay CONSULTANT the amount indicated in each approved Task Order, for the Plan Check Services. City agrees to pay CONSULTANT within thirty (30) days of receipt of billings containing all information required per Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete.

CITY OF LATHROP – MASTER CONSULTING AGREEMENT
CSG CONSULTANTS, INC. TO PROVIDE ENGINEERING PLAN CHECK SERVICES

In no event shall CONSULTANT be entitled to compensation for work not included in an approved Task Order Scope of Work unless CITY's authorized representative executes a written change order or authorization describing the extra work and payment terms prior to the commencement of the work.

(3) Effective Date and Term

The effective date of this Agreement is **June 8, 2020**, and it shall terminate no later than **June 30, 2026**, provided that the City may renew this agreement under the same terms and conditions for additional twelve (12) month periods, commencing on July 1 of each year and terminating on June 30 of each subsequent year. Each such renewal shall be automatic unless CONSULTANT is given thirty (30) days' written notice of City's intention not to renew this agreement.

(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 describe in each approved Task Order to the 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.

CITY OF LATHROP – MASTER CONSULTING AGREEMENT
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(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: **Mark Lander, P.E.**, 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 (\$1,000,000). In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.

CITY OF LATHROP – MASTER CONSULTING AGREEMENT
CSG CONSULTANTS, INC. TO PROVIDE ENGINEERING PLAN CHECK SERVICES

- (b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than two million dollars (\$2,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement.

If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto).

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

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

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- (iv) Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
 - (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
 - (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (c) Professional Liability. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than Two Million Dollars (\$2,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:
- (i) Any deductible or self-insured retention shall not exceed \$150,000 per claim.
 - (ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
 - (iii) The policy must contain a cross liability or severability of interest clause.
 - (iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:
 1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 3. If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work.

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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;
 - (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.

CITY OF LATHROP – MASTER CONSULTING AGREEMENT
CSG CONSULTANTS, INC. TO PROVIDE ENGINEERING PLAN CHECK SERVICES

(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.

(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.

CITY OF LATHROP – MASTER CONSULTING AGREEMENT
CSG CONSULTANTS, INC. TO PROVIDE ENGINEERING PLAN CHECK SERVICES

(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
Public Works Department
390 Towne Centre
Lathrop, CA 95330
MAIN: (209) 941-7430
FAX: (209) 941-7449

To Consultant: CSG Consultants, Inc.
550 Pilgrim Drive
Foster City, CA 94404
Phone: (650) 522-2500

CITY OF LATHROP – MASTER CONSULTING AGREEMENT
CSG CONSULTANTS, INC. TO PROVIDE ENGINEERING PLAN CHECK SERVICES

(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 – MASTER CONSULTING AGREEMENT
CSG CONSULTANTS, INC. TO PROVIDE ENGINEERING PLAN CHECK SERVICES

- (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 insurances have been received. City shall not be obligated to pay CONSULTANT for any services prior to issuance of the Notice to Proceed.

CITY OF LATHROP – MASTER CONSULTING AGREEMENT
CSG CONSULTANTS, INC. TO PROVIDE ENGINEERING PLAN CHECK SERVICES


(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 – MASTER CONSULTING AGREEMENT
CSG CONSULTANTS, INC. TO PROVIDE ENGINEERING PLAN CHECK SERVICES

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete 5-19-2020
Date

Recommended for Approval:

City of Lathrop
Public Work Director

Michael King Date

Approved by:
Resolution No.

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore Date
City Manager

To Consultant:

CSG Consultants, Inc.
550 Pilgrim Drive
Foster City, CA 94404

Federal ID # _____
Lathrop Business License # _____

Signature Date

Print Name and Title

CITY OF LATHROP

TASK ORDER NO. 1 PURSUANT TO MASTER CONSULTING AGREEMENT WITH CSG CONSULTANTS, INC. DATED JUNE 8, 2020

TO PROVIDE PLAN CHECK SERVICES FOR PHASE 1 IMPROVEMENT

THIS TASK ORDER NO. 1, dated for convenience this 8th of June 2020, is by and between **CSG Consultants, Inc.** (“CONSULTANT”) and the **City Of Lathrop**, a California municipal corporation (“CITY”);

RECITALS:

WHEREAS, on June 8, 2020, CONSULTANT entered into a Master Consulting Agreement (“AGREEMENT”) with the CITY, by which the CONSULTANT has agreed to provide Engineering Plan Check Services for the River Islands Development project; and

WHEREAS, CONSULTANT submitted a scope of work as shown in Exhibit “A”; to provide Engineering Plan Check Services for Phase 1 Improvement; and

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Engineering Plan Check Services, which are required by this agreement; and

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

WHEREAS, CONSULTANT is willing to render such Engineering Plan Check Services, as hereinafter defined, on the following terms and conditions.

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

AGREEMENT

(1) Incorporation of Master Agreement

This Task Order No. 1 hereby incorporates by reference all terms and conditions set forth in the Master Agreement for Consulting Services for this project, unless specifically modified by this Task Order.

(2) Scope of Service

CONSULTANT agrees to perform Engineering Plan Check Services in accordance with the scope of work and fee proposal attached hereto as Exhibit “A” to this Task Order. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to the CITY’S satisfaction.

CITY OF LATHROP – TASK ORDER NO. 1 WITH CSG TO PROVIDE ENGINEERING PLAN CHECK SERVICES FOR THE RIVER ISLANDS DEVELOPMENT PROJECT

(3) **Effective Date and Term**

The effective date of this Task Order No. 1 is **June 8, 2020**, and it shall terminate no later than **June 30, 2022**.

(4) **Compensation**

CITY hereby agrees to pay CONSULTANT hourly rates and other charges not to exceed **\$120,000** for the Engineering Plan Check Services. 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.

(5) **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 insurance have been received. City shall not be obligated to pay CONSULTANT for any services prior to issuance of the Notice to Proceed.

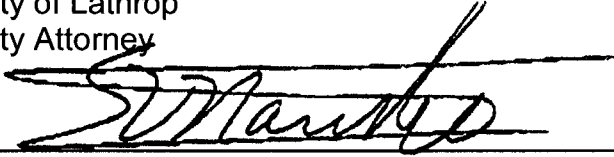
(6) **Signatures**

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 – TASK ORDER NO. 1 WITH CSG TO PROVIDE ENGINEERING
PLAN CHECK SERVICES FOR THE RIVER ISLANDS DEVELOPMENT PROJECT

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
Public Works Director

Michael King

Date

Approved by:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

To Consultant:

CSG Consultants Inc., Mark Lander, P. E.
550 Pilgrim Drive
Foster City, CA 94404
Phone: (650) 522-2500

Federal ID # _____
Lathrop Business License # _____

Signature

Date

Print Name and title



550 Pilgrim Drive
Foster City, CA 94404
phone 650.522.2500
fax 650.522.2599

www.csgegr.com

June 4, 2020

Brad Taylor
Associate Engineer
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

RE: Task Order No. 1 River Islands: Proposal for
Phase 1 Improvement Plan and Final Map Review (683 Lots)

Dear Brad:

CSG Consultants, Inc. is pleased to present this proposal to assist the City of Lathrop with review of the River Islands Development. The scope of work consists of the following tasks:

Phase 1 Improvement Plan and Final Map Review: There is an approved Tentative Map for Phase 1. At this time, there are 2,047 remaining lots to be mapped, with an estimated 683 lots to be mapped over the next two years. It is estimated that the each remaining Final Map will consist of 40-50 lots, or a total of 13-17 Final Maps and Improvement Plan packages over the next two years, with maps being submitted every other month. The scope of improvements includes the internal tract rough grading, streets and utility improvement plans, joint trench and streetlighting plans, and landscaping. Offsite and backbone improvements are generally complete at this time and are not included in the scope of work.

The scope of work will cover map and plan processing for the initial 683 lots over a two-year time period. Work to be performed under this proposal is expected to include, but not be limited to, the following:

- 1) Review of Final Map, Rough Grading Plans, Improvement Plans, Joint Trench and Streetlight Plans, and Landscaping plans.
- 2) Review of the Hydrologic/ Hydraulic Calculations.
- 3) Review of the Sanitary Sewer Capacity Analysis.
- 4) Review of the Geotechnical Report.
- 5) Review of Basis of Design Reports for drainage, utility, and other infrastructure (as needed).
- 6) Review of the final map closure calculations, record boundary information, and title reports.
- 7) Review of miscellaneous grant deeds, easements, plats and legal descriptions, lot line adjustments and other mapping documents.
- 8) Review of construction cost estimates.
- 9) Review of the approved Vesting Tentative Map, Conditions of Approval, and Mitigation Measures.
- 10) Initial and follow-up coordination with Public Works staff during plan review.
- 11) Preparation of plan review comment letters.
- 12) Coordination with City staff (Planning, Fire, Parks, etc.) as needed.
- 13) Consultation with the Project Applicant and Design Consultants, as needed.
- 14) Coordination with other agencies as needed.

Work will be completed under the supervision of Mark Lander, P.E., who will serve as point of contact. Other CSG staff will assist as needed. Our fee for performing the work described above will be on a time and materials basis, based on our 2020 Standard Fee Schedule. A breakdown of the costs by staff and task is attached. Total costs is estimated at \$120,000.

We anticipate that one initial review, a second review, a third review and one final review will be sufficient. Each submittal will be made formerly to the City by the applicant, and similarly, review comments for each submittal will be issued to the City, with a copy to the applicant upon request. For the initial review, work will be completed within 10 work the days from the authorization to proceed. Subsequent reviews will be completed within 5 work days of receiving the plans and supporting documents. We have included time for meeting with City staff and the applicant to discuss plan check comments. In the event that additional reviews are required, CSG will complete the reviews if there is budget remaining under the estimated amount, or on an hourly basis for additional fee, if the estimated amount is exceeded.

Thank you for considering CSG Consultants for this work. We look forward to working with you on this project. Please feel free to call me at (650) 522-2562 if you would like to discuss this further.

Sincerely,

Mark Lander, P.E.
Senior Principal Engineer

cc: Hatem Ahmed, P. E.
Frank Navarro, P. E.
Sophie Truong, P.E., P.L.S.
Karma Beckham

Attachments

2020 Engineering Division Hourly Rates



CSG services are billed on a time-and-materials basis according to our Standard Rates, shown below.

Professional Engineering Services	2020 Hourly Rate
Engineering Trainee	\$60
Administrative Assistant	\$80
Analyst	\$130
Engineering Designer/CASp Inspection & Consultation	\$140
Construction Inspector	\$145
Senior Analyst	\$155
Assistant Resident Engineer	\$170
Assistant Engineer	\$145
Associate Engineer	\$170
Senior Construction Inspector	\$155
Senior Engineer	\$200
Senior Land Surveyor	\$200
Resident Engineer	\$200
Structure Representative	\$200
Senior Structural Engineer	\$220
Senior Project Manager	\$220
Principal Engineer	\$230
Senior Principal Engineer	\$250
Two-Person Survey Crew	\$330
Sustainability Program Management Services	Hourly Rate
Sustainability Program Analyst	\$130
Sustainability Program Senior Analyst	\$155
Sustainability Program Manager	\$185

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, travel and office expenses. CSG will coordinate the pickup and return of plans to and from CSG offices. Overtime work will be billed at 1.5x the hourly rates indicated in the table above. On each anniversary of the contract start date, CSG will initiate a rate increase based on change in CPI-U for the applicable region. CSG will mail an invoice every month for services rendered during the previous month.

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