

April 12, 2021 – City Council Regular Meeting – 7:00 p.m.



City Council Chamber
390 Towne Centre Drive
Lathrop, California
(209) 941-7200
www.ci.lathrop.ca.us

City Council

Sonny Dhaliwal, Mayor
Jennifer Torres-O'Callaghan, Vice Mayor
Paul Akinjo
Minnie Diallo
Diane Lazard

City Staff

Stephen Salvatore, City Manager
Salvador Navarrete, City Attorney
Teresa Vargas, City Clerk
Glenn Gebhardt, City Engineer
Michael King, Public Works Director
Cari James, Finance and Administrative Services Director
Mark Meissner, Community Development Director
Zachary Jones, Parks and Recreation Director
Ryan Biedermann, Chief of Police

General Order of Business

1. Preliminary
 - Call to Order
 - Closed Session
 - Roll Call
 - Invocation
 - Pledge of Allegiance
 - Announcements by Mayor/City Mgr.
 - Informational Items
 - Declaration of Conflict of Interest
2. Presentations
3. Citizen's Forum
4. Consent Calendar
5. Scheduled Items
 - Public Hearings
 - Appeals
 - Referrals and Reports from Commissions and Committees
 - All Other Staff Reports and/or Action Items
 - Study Sessions
6. Council Communications
7. Adjournment

Order of Discussion

Generally, the order of discussion after introduction of an item by the Mayor will include comments and information by staff followed by City Council questions and inquiries. The applicant, or their authorized representative, or interested residents, may then speak on the item; each speaker may only speak once to each item. At the close of public discussion, the item will be considered by the City Council and action taken.

Consent Calendar

Items on the Consent Calendar are considered routine by the City Council and will be enacted by one motion and one vote. There will be no separate discussion of these items unless a Councilmember or interested resident so requests, in which case the item will be removed from the Consent Calendar and considered separately.



APRIL 12, 2021 – Regular Meeting Agenda – 7:00 p.m.



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See Reverse

IMPORTANT NOTICE REGARDING THIS MEETING & COVID-19

On March 4, 2020, Governor Newsom proclaimed a State of Emergency in California as a result of the threat of COVID-19. On March 12, 2020, Governor Newsom issued Executive Order N-25-20, which allows Council Meetings to be conducted telephonically. On March 17, 2020, Governor Newsom issued Executive Order N-29-20, which allows for the public to participate in any meeting of the City Council by electronic means.

This meeting is being conducted utilizing teleconferencing and electronic means consistent with State of California Executive Order N-29-20, dated March 17, 2020, regarding the COVID-19 pandemic. In accordance with Executive Order N-29-20, the public may view the meeting on television and/or online. Council Meetings are live-streamed (with Closed Captioning) on Comcast Cable Channel 97, and on the City Council Webpage: <https://www.ci.lathrop.ca.us/citycouncil/page/live-stream>

This meeting will be available for public participation by video/teleconference via Cisco Webex at the following link:

✚ Event address for attendees (copy and paste link on browser):

<https://cityoflathrop.webex.com/cityoflathrop/onstage/g.php?MTID=e710207bc7af9c46a5f22f1686b993d3e>

✚ Please register at the bottom of the page, at least thirty minutes (30 min.) prior to the meeting.

✚ If you wish to participate in public comment please call-in using WebEx audio (instructions are listed when you login to WebEx)

✚ For audio only: +1-408-418-9388 (to listen in only)

✚ Event Access code: 123 778 7589

In accordance with Executive Orders listed above, guidance from the California Department of Public Health on gatherings, and to protect our employees and the public, remote public participation is allowed in the following ways:

- Public comment/questions will be accepted by email to City Clerk Teresa Vargas at Tvargas@ci.lathrop.ca.us or by calling (209) 941-7230
- Questions or comments must be submitted by 4:00 p.m., on the day of the meeting.

- During the meeting, those joining by teleconference (Cisco Webex link listed above), will be allowed to speak prior to the close of public comment on an item, and read into the record during public comment. If you are using this method, send a "chat" message to the City Clerk (meeting host) indicating the item number you wish to speak on.

To leave a voice message for the Mayor and all Councilmembers simultaneously, dial (209) 941-7230. To send an e-mail for the Mayor and all Councilmembers simultaneously email: citycouncil@ci.lathrop.ca.us

This City Council Agenda and meeting materials can be accessed by computer or any smart device at: <https://www.ci.lathrop.ca.us/meetings>

General Information

For reports citing supplemental documents relating to specific agenda items, these are available for review in the City Clerk's Office. This agenda was posted at the following locations: City Hall, Community Center, Generations Center, Senior Center, and the Lathrop-Manteca Fire District "J" Street and Somerston Parkway Offices. The meetings of the Lathrop City Council are broadcast on Lathrop Comcast Cable Television Channel 97 and live streamed on the City's website.

Assistance will be provided to those requiring accommodations for disabilities in compliance with the Americans with Disabilities Act of 1990. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility and/or accommodations to this meeting. [28 CFR 35.102-35.104 ADA Title II] Interested persons must request the accommodation at least 2 working days in advance of the meeting by contacting the City Clerk at (209) 941-7230.

Information about the City or items scheduled on the Agenda may be referred to:

Teresa Vargas, City Clerk
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330
Telephone: (209) 941-7230

**CITY OF LATHROP
CITY COUNCIL REGULAR MEETING
MONDAY, APRIL 12, 2021
7:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330**

AGENDA

PLEASE NOTE: There will be a Closed Session commencing at 6:15 p.m. The Regular Meeting will reconvene at 7:00 p.m., or immediately following the Closed Session, whichever is later.

1. PRELIMINARY

1.1 CALL TO ORDER

1.2 CLOSED SESSION

- 1.2.1 CONFERENCE WITH LEGAL COUNSEL: Anticipated Litigation - Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(b)
- 4 Potential Case(s)

RECONVENE

1.2.2 REPORT FROM CLOSED SESSION

1.3 ROLL CALL

1.4 INVOCATION

1.5 PLEDGE OF ALLEGIANCE

1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

1.7 INFORMATIONAL ITEM(S) – None

1.8 DECLARATION OF CONFLICT(S) OF INTEREST

2. PRESENTATIONS

2.1 ECONOMIC DEVELOPMENT UPDATE

- 2.2 MAYOR'S COMMITTEE REPORT(S)
- Parks & Recreation Update on Committee Events and Programs

3. CITIZEN'S FORUM

Any person desiring to speak on a matter, which is not scheduled on this agenda, may do so under Citizen's Forum. Please submit a purple speaker card to the City Clerk prior to the commencement of Citizen's Forum. Only those who have submitted speaker cards, or have expressed an interest to speak, prior to the conclusion of Citizen's Forum will be called upon to speak. Please be aware the California Government Code prohibits the City Council from taking any immediate action on an item, which does not appear on the agenda, unless the item meets stringent statutory requirements. The City Council can, however, allow its members or staff to briefly (no more than five (5) minutes) respond to statements made, to ask questions for clarification, make a brief announcement or report on his or her own activities. (See California Government Code Section 54954.2(a)). Unless directed otherwise by a majority of the City Council, all questions asked and not answered at the meeting will be responded to in writing within 10 business days. ALL PUBLIC COMMENTS MUST BE MADE IN COMPLIANCE WITH THE LATHROP CITY COUNCIL HANDBOOK OF RULES AND PROCEDURES!

4. CONSENT CALENDAR

Items on the Consent Calendar are considered routine by the City Council and will be enacted by one motion and one vote. There will be no separate discussion of these items unless the Mayor, Councilmember, or citizen so requests, in which event the item will be removed from the Consent Calendar and considered separately.

- 4.1 WAIVING OF READING OF ORDINANCES AND RESOLUTIONS
Waive the Reading in Full of Ordinances and Resolutions on Agenda and Adopt by Reading of Title Only, Unless Otherwise Requested by the Mayor or a Councilmember

- 4.2 APPROVAL OF MINUTES
Approve Minutes for the Regular Council Meeting of March 8, 2021

- 4.3 SECOND READING AND ADOPTION OF ORDINANCE 21-419 BY TITLE ONLY AMENDING TITLE 2 "ADMINISTRATION AND PERSONNEL" OF THE LATHROP MUNICIPAL CODE BY ADDING A NEW CHAPTER TITLED "ELECTRONIC RECORDS AND SIGNATURES" TO ESTABLISH A POLICY FOR THE PROPER USE OF ELECTRONIC/DIGITAL SIGNATURES
Waive Full Reading and Adopt Ordinance 21-419 by Title Only Amending Title 2 "Administration and Personnel" of the Lathrop Municipal Code by Adding New Chapter 2.50 Titled "Electronic Records and Signatures" to Establish a Policy for the Proper Use of Electronic/Digital Signatures for Specific City Related Documents

- 4.4 ACCEPT CIP PS 19-05 WARREN AVENUE SIDEWALK IMPROVEMENTS CONSTRUCTED BY DSS COMPANY DBA KNIFE RIVER CONSTRUCTION
Adopt Resolution Accepting Improvements Constructed by DSS Company DBA Knife River Construction for the Warren Avenue Sidewalk Improvements CIP PS 19-05, Authorize the Filing of a Notice of Completion, Release of Contract Retention, and Release Performance and Payment Bonds

- 4.5 ACCEPT THE GENERAL PLAN HOUSING ELEMENT ANNUAL PROGRESS REPORT FOR CALENDAR YEAR 2020
Adopt a Resolution to Accept the General Plan Housing Element Annual Progress Report for Calendar Year 2020 and Authorize Staff to Submit the Report to the Governor's Office of Planning and Research and State Department of Housing and Community Development
- 4.6 CREATE CIP PW 21-07 WATER SYSTEM REPAIRS AND RELATED BUDGET AMENDMENT
Adopt a Resolution Approving the Creation of Capital Improvement Project (CIP) PW 21-07 Water System Repairs and Related Budget Amendment
- 4.7 CREATE CIP PS 21-12 PAVEMENT MAINTENANCE AND REPAIR PROJECT, AND RELATED BUDGET AMENDMENT
Adopt a Resolution Approving the Creation of Capital Improvement Project (CIP) PS 21-12 Pavement Maintenance and Repair Project, and Related Budget Amendment
- 4.8 CREATE CIP GG 21-13 FOR THE CITY'S MUNICIPAL CORPORATION YARD IMPROVEMENTS AND APPROVE RELATED BUDGET AMENDMENT
Adopt Resolution Approving the Creation of Capital Improvement Project (CIP) GG 21-13 for the City's Municipal Corporation Yard Improvements and Related Budget Amendment
- 4.9 CREATE CIP GG 21-14 CITY HALL PUBLIC SAFETY POWER SHUTOFF (PSPS) GRANT BACKUP GENERATOR
Adopt Resolution Approving the Creation of CIP GG 21-14 City Hall PSPS Grant Backup Generator and Related Budget Amendment
- 4.10 APPROVE FISCAL YEAR 2021-22 PROJECT LIST ASSOCIATED WITH SENATE BILL 1
Adopt Resolution Approving a List of Projects for Fiscal Year 2021-22 Funded By Senate Bill 1, the Road Repair and Accountability Act of 2017
- 4.11 APPROVE RECOMMENDATION TO CHANGE "ATHENA STREET" TO "TROLLEY STREET"
Adopt a Resolution Approving Street Name Modification to Change "Athena Street" to "Trolley Street" Located at Tract 3810 in Stanford Crossing
- 4.12 APPROVE PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH DOKKEN ENGINEERING FOR THE MANTHEY ROAD BRIDGE REPLACEMENT PROJECT CIP PS 12-04
Adopt Resolution Approving Professional Services Agreement with Dokken Engineering for the Preparation of Plans, Specifications and Estimates (PS&E), Construction Permitting, Right of Way (ROW) services for the Manthey Road Bridge Replacement Project CIP PS 12-04

- 4.13 APPROVE MASTER CONSULTING SERVICES AGREEMENT AND TASK ORDER NO. 1 WITH MUNICIPAL RESOURCE GROUP, LLC FOR PROFESSIONAL CONSULTING SERVICES RELATED TO GG 21-11, CREATION OF THE NEW LATHROP POLICE DEPARTMENT & TRANSITION PROJECT
Adopt Resolution Approving a Master Consulting Services Agreement and Task Order No. 1 with Municipal Resource Group, LLC to Begin the Creation and Transition of the New City of Lathrop Police Department

5. SCHEDULED ITEMS - None

6. COUNCIL COMMUNICATIONS

- 6.1 MAYOR DHALI WAL REFERRAL – Appointment of a Delegate and Alternate to the San Joaquin Council of Government Board of Directors for Calendar Year 2021 (Form 700 Committee)
- 6.2 MAYOR DHALI WAL REFERRAL – Set Application Deadline for One (1) Member to the Senior Advisory Commission with Term Ending June 30, 2022, due to Unexpired Term Vacancy
- 6.3 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)
- *Central Valley Executive Committee/LOCC (Akinjo/Diallo)*
 - *Council of Governments (Dhaliwal/Lazard)*
 - *Integrated Waste Management Solid Waste Division (Akinjo/Torres-O'Callaghan)*
 - *Reclamation District 17 Joint Powers Authority (Salvatore)*
 - *San Joaquin Partnership Board of Directors (Salvatore)*
 - *San Joaquin County Commission on Aging (Zavala)*
 - *San Joaquin Valley Air Pollution Control District (Akinjo/Dhaliwal)*
 - *Water Advisory Board (Torres-O'Callaghan/Lazard)*
 - *Tri Valley-San Joaquin Valley Regional Rail Authority (Akinjo)*
 - *San Joaquin Area Flood Control Agency (Akinjo & Lazard)*
- 6.4 MAYOR & COUNCILMEMBER COMMENT(S)

7. ADJOURNMENT

/Teresa Vargas/

Teresa Vargas, CMC, City Clerk

**CITY OF LATHROP
CITY COUNCIL REGULAR MEETING
MONDAY, MARCH 8, 2021
7:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330**

MINUTES

IMPORTANT NOTICE REGARDING THIS MEETING & COVID-19

On March 4, 2020, Governor Newsom proclaimed a State of Emergency in California as a result of the threat of COVID-19. On March 12, 2020, Governor Newsom issued Executive Order N-25-20, which allowed Council Meetings to be conducted telephonically. On March 17, 2020, Governor Newsom issued Executive Order N-29-20, which allowed the public to participate in any meeting of the City Council by electronic means. This meeting was conducted by utilizing teleconferencing and electronic means consistent with State of California Executive Order N-29-20, dated March 17, 2020, regarding the COVID-19 pandemic.

PLEASE NOTE: There was a Closed Session, which commenced at 6:02 p.m. The Regular Meeting reconvened at 7:04 p.m.

1. PRELIMINARY

1.1 CALL TO ORDER - Mayor Dhaliwal called the meeting to order at 6:02 p.m.

1.2 CLOSED SESSION

1.2.1 CONFERENCE WITH LEGAL COUNSEL: Anticipated Litigation - Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(b)

- 2 Potential Case(s)

RECONVENE – Mayor Dhaliwal reconvened the meeting at 7:04 p.m.

1.2.2 REPORT FROM CLOSED SESSION

City Attorney Salvador Navarrete reported that direction was provided by consensus in regards to Item 1.2; no other reportable action was taken.

1.3 ROLL CALL: Present: Mayor Dhaliwal; Vice Mayor Torres-O’Callaghan; Councilmembers: Akinjo, Diallo and Lazard.

Absent: None.

1.4 INVOCATION – Pastor Tesia Gampon, New Life Church, provided the invocation.

1.5 PLEDGE OF ALLEGIANCE – Pastor Gampon led the pledge of allegiance.

1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

City Manager Stephen Salvatore thanked the community for their patience during the Louise Avenue street improvements and construction activity. Mayor Dhaliwal recognized March 8 as International Women’s Day.

1.7 INFORMATIONAL ITEM(S) – None

1.8 DECLARATION OF CONFLICT(S) OF INTEREST – None

2. PRESENTATIONS

2.1 LATHROP-MANTECA FIRE DISTRICT TO PROVIDE INFORMATION & PROJECT UPDATES

Fire Chief Gene Neely provided the presentation, including an overview of the organization, current administration projects, expansions and upgrades to existing stations, new projected stations, Measure C funded projects and staffing, and an overview of their paramedic program.

2.2 MAYOR’S COMMITTEE REPORT(S)

- Parks & Recreation Update on Committee Events and Programs

Parks and Recreation Director Zach Jones reported the following past and upcoming events and programs:

- *Special Events*

Provided information on upcoming special events: Facebook/Virtual Easter Egg Hunt to be held every Thursday in March; Donuts with the Easter Bunny to be held on March 27, 2021; and Family Portraits to be held on April 24, 2021.

- *Youth Development Programs*

Provided an overview on various programs: Take Home Easter Craft Kits, Kid’s Club Elementary School Programs, and The GRIND at the Generations Center Teen Lounge Programs.

- *Senior Programs*

Provided an overview on Brown Bag & Commodities Program; Free AARP Tax Aide Program for 50 and over, and Park and Play Bingo at the Senior Center.

- *Sports Programs*

Announced upcoming events: Fitness Fun for Grades K-6, Mini Movers for Ages 3-5, Teen Hoop Outdoor Clinic for Ages 14-17, and Adult Cornhole Social League for Ages 18 and over.

For additional information or program registration, the public was advised to visit the city's website at www.ci.lathrop.ca.us/parksrec or call (209) 941-7370.

3. CITIZEN'S FORUM

City Clerk Teresa Vargas announced public comment letters submitted by Nellie Zavala reporting her attendance to the San Joaquin County Commission on Aging teleconference meeting held March 1, 2021; and Frank and Christine Mendes expressing concern related to increased traffic on McKinley Avenue and requested a traffic/speed study for the area. Adriana Lopez (Lathrop, CA) expressed concern related to a traffic incident on February 22, 2021, on Lathrop Road near her property.

4. CONSENT CALENDAR

On a motion by Councilmember Akinjo, seconded by Councilmember Lazard, the City Council approved the Consent Calendar, by the following roll call vote, unless otherwise indicated:

Ayes: Akinjo, Diallo, Lazard, Torres-O'Callaghan, and Dhaliwal
Noes: None
Absent: None
Abstain: None

4.1 WAIVING OF READING OF ORDINANCES AND RESOLUTIONS

Waived the reading in full of ordinances and resolutions on agenda and adopt by reading of title only, unless otherwise requested by the Mayor or a Councilmember.

4.2 APPROVAL OF MINUTES

Approved Minutes for the Regular Council Meeting of February 8, 2021.

4.3 SECOND READING AND ADOPTION OF ORDINANCE 21-418 BY TITLE ONLY AMENDING OF TITLE 17, ZONING, TITLE 8, HEALTH AND SAFETY, TITLE 10, VEHICLES AND TRAFFIC, TITLE 12, STREETS, SIDEWALKS AND PUBLIC PLACES, AND TITLE 15, BUILDINGS AND CONSTRUCTION (TA-20-71 and TA-20-138) OF THE LATHROP MUNICIPAL CODE

Waived full reading and **adopted Ordinance 21-418** by title only amending Title 17, the Zoning Code, Title 8, Health and Safety, Title 10, Vehicles and Traffic, Title 12, Streets, Sidewalks and Public Places, and Title 15, Buildings and Construction (TA-20-71 and TA-20-138) of the Lathrop Municipal Code.

4.4 TREASURER'S REPORT FOR DECEMBER 2020

Approved Quarterly Treasurer's Report for December 2020.

4.5 2021 ONE VOICE TRIP PROJECT NOMINATIONS

Adopted **Resolution No. 21-4837** approving staff recommended project nominations for the 2021 San Joaquin One Voice trip.

4.6 APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH LANCE, SOLL & LUNGHARD, LLP FOR PROFESSIONAL AUDITING SERVICES

Pulled by Councilmember Akinjo. A question and answer period ensued. Finance Director Cari James provided the information.

Adopted **Resolution No. 21-4838** approving a Professional Services Agreement with Lance, Soll & Lunghard, LLP, for professional auditing services.

4.7 APPROVE AMENDMENT NO. 3 AND TASK ORDER NO. 20 WITH 4LEAF, INC., FOR INTERIM CHIEF BUILDING OFFICIAL CONSULTING SERVICES

Pulled by Councilmember Akinjo. A question and answer period ensued. Public Works Director Michael King provided the information.

Adopted **Resolution No. 21-4839** approving Amendment No. 3 to extend the term of the Master Agreement, and Task Order No. 20 to provide interim Chief Building Official Consulting Services, pursuant to the Master Consulting Agreement dated September 21, 2015, with 4Leaf, Inc.

4.8 APPROVE AMENDMENT NO. 2 WITH CONDOR EARTH TECHNOLOGIES, LLC. TO PROVIDE PROFESSIONAL ENGINEERING AND PROJECT MANAGEMENT SUPPORT

Adopted **Resolution No. 21-4840** approving Amendment No. 2 with Condor Earth Technologies, LLC, to provide professional engineering and project management support.

4.9 APPROVE THE CREATION OF CITY HALL RENOVATIONS CAPITAL IMPROVEMENT PROJECT GG 21-09 AND RELATED BUDGET AMENDMENT

Pulled by Councilmember Akinjo and Vice Mayor Torres-O'Callaghan. A question and answer period ensued.

Public Works Director Michael King and City Manager Stephen Salvatore provided the information. Vice Mayor Torres-O'Callaghan requested outdoor benches to create sitting areas for visitors.

Adopted **Resolution No. 21-4841** approving the creation of the City Hall Renovations Capital Improvement Project (CIP) GG 21-09, and related budget, as amended to include outdoor benches/public sitting areas.

- 4.10 RESCIND APPROVAL OF PARCEL MAP 20-02 (DATED MAY 2020) AND APPROVAL OF PARCEL MAP 20-02 (DATED MARCH 2021), DEDICATION OF PARCEL 5 IN FEE TO THE CITY, SUBDIVISION IMPROVEMENT AGREEMENT, AND OTHER OFFERS OF DEDICATION FOR THE NORTH CROSSROADS BUSINESS CENTER

Pulled by Councilmember Akinjo. A question and answer period ensued. City Engineer Glenn Gebhardt provided the information.

Adopted **Resolution No. 21-4842** rescinding City Council approval of Parcel Map 20-02 (dated May 2020), re-approving Parcel Map 20-02 (dated March 2021) for the North Crossroads Business Center, totaling five (5) lots, accepting dedication of Parcel 5 in fee to the City, and other offers of dedication and approving a Subdivision Improvement Agreement.

- 4.11 ACCEPT CIP PW 20-04 WATER METER IMPROVEMENTS CONSTRUCTED BY SORACCO, INC.

Adopted **Resolution No. 21-4843** accepting improvements constructed by Soracco, Inc., for the Water Meter Improvements, CIP PW 20-04, authorizing the filing of a Notice of Completion, and releasing contract retention and performance and payment bonds.

- 4.12 APPROVAL OF FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 95 LOTS IN TRACT 4067 VILLAGE "FF" WITHIN LAKESIDE WEST DISTRICT OF RIVER ISLANDS

Adopted **Resolution No. 21-4844** approving Final Map for Tract 4067 Village "FF" within the Lakeside West District, totaling 95 single-family lots, City of Lathrop CFD Annexation No. 19, and a Subdivision Improvement Agreement with River Islands Stage 2B, LLC.

- 4.13 APPROVAL OF FINAL MAP, CFD ANNEXATION, IRREVOCABLE OFFERS OF DEDICATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 51 LOTS IN TRACT 4071 VILLAGE "NN" WITHIN LAKESIDE WEST DISTRICT OF RIVER ISLANDS

City Clerk Teresa Vargas introduced correction on page 2 of the Resolution, the eight whereas was changed to "Stage 2B" from "Stage 2A"; the updated Resolution was uploaded to the agenda's website page and Councilmember's tablets for review.

Adopted **Resolution No. 21-4845** approving Final Map for Tract 4071 Village "NN" within the Lakeside West District, totaling 51 single-family lots, City of Lathrop CFD Annexation No. 20, Irrevocable Offers of Dedication and a Subdivision Improvement Agreement with River Islands Stage 2B, LLC.

5. SCHEDULED ITEMS

5.1 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP ACT (HOME) PROGRAM ALLOCATIONS FOR FISCAL YEAR 2021/2022

Economic Development Administrator Shelley Burcham provided the presentation. A question and answer period followed the presentation.

Mayor Dhaliwal opened the public hearing. Theresa Galano and Rob Mosqueda (representing the Women’s Center Youth and Family Services (WCYFS)) provided information related to the WCYFS program and requested Council consideration of the proposed funding allocation. City Clerk Teresa Vargas announced public comment letter submitted by Robert Munoz (representing San Joaquin Fair Housing) requesting Council consideration of the proposed funding allocation; and email comments provided by Carmen Matty-Cervantes (representing San Joaquin County Commission on Aging/Meals on Wheels Program) regarding meal services provided to the Lathrop community and request for continued funding of the Meals on Wheels program.

On a motion by Councilmember Lazard, seconded by Mayor Dhaliwal, the City Council:

1. Held a Public Hearing; and
2. Adopted **Resolution No. 21-4846** approving the recommended allocation of the CDBG and HOME funds for FY 2021/2022, for consideration by San Joaquin County and the US Department of Housing and Urban Development (HUD):

<u>Public Service Organizations</u>	<u>Allocations</u>
San Joaquin Fair Housing	\$ 1,250.00
Emergency Food Bank of Stockton/San Joaquin	\$ 1,000.00
SJC Dept. of Aging (Meals on Wheel)	\$ 1,241.00
Give Every Child a Chance (GECAC)	\$ 5,451.80
City of Lathrop Activity Fee Assistance Program	\$ 5,000.00

Ayes: Akinjo, Diallo, Lazard, Torres-O’Callaghan, and Dhaliwal
 Noes: None
 Absent: None
 Abstain: None

5.2 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER ADOPTING THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE LATHROP CONSOLIDATED TREATMENT FACILITY SURFACE WATER DISCHARGE PROJECT WW 20-17

Public Works Director Michael King introduced City Consultant Andrea Sheppard (Senior Environmental Project Manager, Ascent Environmental, Inc.). Mr. King provided the presentation. A question and answer period followed the presentation. City Attorney Salvador Navarrete provided additional information.

Mayor Dhaliwal opened the public hearing. There were no speakers. Mayor Dhaliwal closed the public hearing.

On a motion by Councilmember Lazard, seconded by Vice Mayor Torres-O'Callaghan, the City Council:

1. Held a Public Hearing; and
2. Adopted **Resolution No. 21-4847** certifying the Final Environmental Impact Report (SCH# 2019110339), including the adoption of Findings of Fact and a Mitigation Monitoring and Reporting Program for the Lathrop Consolidated Treatment Facility Surface Water Discharge Project WW 20-17, and authorized staff to file a Notice of Determination.

Ayes:	Akinjo, Diallo, Lazard, Torres-O'Callaghan, and Dhaliwal
Noes:	None
Absent:	None
Abstain:	None

5.3 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER ADOPTING THE FINAL INITIAL STUDY WITH MITIGATED NEGATIVE DECLARATION FOR THE HARLAN ROAD REALIGNMENT AT ROTH ROAD CIP PS 14-04 AND APPROVE THE HARLAN ROAD PRECISE PLAN LINE

Public Works Director Michael King introduced City Consultant Juann Ramos (Project Engineer, Dokken Engineering). Mr. King provided the presentation. A question and answer period followed the presentation. City Manager Stephen Salvatore and City Consultant Juann Ramos provided additional information.

Mayor Dhaliwal opened the public hearing. City Clerk Teresa Vargas announced public comment letter opposing/objecting the project as proposed, submitted by Brett S. Jolley (McKinley, Conger, Jolley & Galarneau, LLP), representing Robert "Matt" Julien and Rebecca Julien, property owners of real property located at 10980 S. Harlan Rd. Robert "Matt" Julien spoke on the matter; opposed/objected the project as proposed.

On a motion by Councilmember Akinjo, seconded by Councilmember Lazard, the City Council:

1. Held a Public Hearing;
2. Adopted **Resolution No. 21-4848** certifying and adopting the Final Initial Study with Mitigated Negative Declaration for the Harlan Road Realignment at Roth Road CIP PS 14-04 and authorized staff to File a Notice of Determination; and
3. Approved the Harlan Road Precise Plan Line.

Ayes: Akinjo, Diallo, Lazard, and Dhaliwal
Noes: Torres-O'Callaghan
Absent: None
Abstain: None

5.4 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN ORDINANCE AMENDING TITLE 2 "ADMINISTRATION AND PERSONNEL" OF THE LATHROP MUNICIPAL CODE BY ADDING A NEW CHAPTER TITLED "ELECTRONIC RECORDS AND SIGNATURES" TO ESTABLISH A POLICY FOR THE PROPER USE OF ELECTRONIC/DIGITAL SIGNATURES

City Clerk Teresa Vargas provided the presentation. A question and answer period followed the presentation.

Mayor Dhaliwal opened the public hearing. There were no speakers. Mayor Dhaliwal closed the public hearing.

On a motion by Councilmember Lazard, seconded by Vice Mayor Torres-O'Callaghan, the City Council:

1. Held a Public Hearing; and
2. Held first reading and introduced an ordinance amending Title 2 "Administration and Personnel" of the Lathrop Municipal Code by adding new Chapter 2.50 titled "Electronic Records and Signatures" to establish a policy for the proper use of electronic/digital signatures for specific city related documents.
3. Adopted **Resolution No. 21-4849** approving policy regulations for the use and interpretation of the proposed ordinance adding Chapter 2.50 titled "Electronic Records and Signatures".

Ayes: Akinjo, Diallo, Lazard, Torres-O'Callaghan, and Dhaliwal
Noes: None
Absent: None
Abstain: None

5.5 BIENNIAL BUDGET FISCAL YEAR (FY) 2020 - 2021 MID-YEAR REPORT (YEAR 2)

Deputy Finance Director Thomas Hedegard provided the presentation. A question and answer period followed the presentation. Finance Director Cari James provided additional information.

On a motion by Mayor Dhaliwal, seconded by Councilmember Lazard, the City Council adopted **Resolution No. 21-4850** approving the Mid-Year Budget Report for Year 2 of the Biennial Budget Fiscal Year 2020/21 and related budget augmentation request.

Ayes: Akinjo, Diallo, Lazard, Torres-O'Callaghan, and Dhaliwal
Noes: None
Absent: None
Abstain: None

6. COUNCIL COMMUNICATIONS

- 6.1 MAYOR DHALI WAL REFERRAL – Appointment of One (1) Member to the Local Agency Formation Commission (LAFCo) for a Term of Four (4) Years, Commencing May 2021 and Ending May 2025.

Mayor Dhaliwal made the following appointment:

<u>Local Agency Formation Commission (LAFCo)</u>	<u>Term</u>
Mayor Sonny Dhaliwal	May 2021 to May 2025

On a motion by Councilmember Diallo, seconded by Vice Mayor Torres-O'Callaghan, the City Council approved the appointment made by Mayor Dhaliwal as noted above.

Ayes: Akinjo, Diallo, Lazard, Torres-O'Callaghan, and Dhaliwal
Noes: None
Absent: None
Abstain: None

Mayor Dhaliwal announced that he would be stepping down from the San Joaquin Council of Government (SJCOG) Board of Directors in April, and requested a referral for the next Regular Meeting to appoint a new Delegate/Alternate to the SJCOG Board of Directors. Council consensus agreed and directed the City Clerk to agendize the matter to the Regular Meeting in April.

- 6.2 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)

Councilmember Akinjo reported his attendance to recent San Joaquin Area Flood Control Agency (SJAFCA) and Tri Valley-San Joaquin Valley Regional Rail Authority public meetings. City Manager Stephen Salvatore announced that Councilmembers Akinjo and Lazard were presented with recognition awards from SJAFCA for their work and support in getting Assembly Bill 838 (Eggman) signed into law, related to the 200 year standard of flood protection implementation timeline.

- 6.3 MAYOR & COUNCILMEMBER COMMENT(S)

6.3 MAYOR & COUNCILMEMBER COMMENT(S)

Councilmember Akinjo expressed appreciation to the community and staff for their efforts in following COVID protocols and working towards reopening our local economy. Councilmember Lazard thanked those in attendance and expressed appreciation to staff for the recent improvements on Golden Valley Parkway. Councilmember Diallo expressed appreciation to staff for their work in providing a local vaccination clinic. Vice Mayor Torres-O'Callaghan thanked the public for continuing to follow COVID safety protocols. Mayor Dhaliwal echoed similar sentiments regarding public health protocols and thanked staff for their work in preserving the fiscal health of the city.

7. **ADJOURNMENT** – There being no further business, Mayor Dhaliwal adjourned the meeting at 9:42 p.m.



Teresa Vargas, CMC
City Clerk

ITEM 4.3

**CITY MANAGER’S REPORT
APRIL 12, 2021 CITY COUNCIL REGULAR MEETING**

ITEM: **SECOND READING AND ADOPTION OF ORDINANCE 21-419 BY TITLE ONLY AMENDING TITLE 2 “ADMINISTRATION AND PERSONNEL” OF THE LATHROP MUNICIPAL CODE BY ADDING A NEW CHAPTER TITLED “ELECTRONIC RECORDS AND SIGNATURES” TO ESTABLISH A POLICY FOR THE PROPER USE OF ELECTRONIC/DIGITAL SIGNATURES**

RECOMMENDATION: **Waive Full Reading And Adopt Ordinance 21-419 By Title Only Amending Title 2 “Administration and Personnel” of the Lathrop Municipal Code by Adding New Chapter 2.50 Titled “Electronic Records and Signatures” to Establish a Policy for the Proper Use of Electronic/Digital Signatures for Specific City Related Documents**

RECOMMENDED ACTION:

The City Council to conduct second reading and adopt Ordinance 21-419 entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING TITLE 2 “ADMINISTRATION AND PERSONNEL” OF THE LATHROP MUNICIPAL CODE BY ADDING NEW CHAPTER 2.50 TITLED “ELECTRONIC RECORDS AND SIGNATURES” TO ESTABLISH A POLICY FOR THE PROPER USE OF ELECTRONIC/DIGITAL SIGNATURES FOR SPECIFIC CITY RELATED DOCUMENTS

SUMMARY:

On March 8, 2021, the City Council approved the introduction and first reading of the subject Ordinance by the following vote:

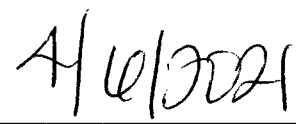
AYES: Akinjo, Diallo, Lazard, Torres-O’Callaghan, and Dhaliwal
NOES: None
ABSTAIN: None
ABSENT: None

The Ordinance will take effect 30 days after adoption.

SUBMITTED BY:



Teresa Vargas, City Clerk



Date

ORDINANCE NO. 21-419

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING TITLE 2 "ADMINISTRATION AND PERSONNEL" OF THE LATHROP MUNICIPAL CODE BY ADDING NEW CHAPTER 2.50 TITLED "ELECTRONIC RECORDS AND SIGNATURES" TO ESTABLISH A POLICY FOR THE PROPER USE OF ELECTRONIC/DIGITAL SIGNATURES FOR SPECIFIC CITY RELATED DOCUMENTS

WHEREAS, digital signature technology allows municipalities and other entities to collect and preserve signatures on documents quickly, securely, and efficiently; and

WHEREAS, pursuant to California Government Code Section 16.5, the City may elect to use a digital signature and may accept a digital signature from another party, for any written communications with the City; and

WHEREAS, Staff requests that the City Council consider adding new Chapter 2.50 Titled "Electronic Records and Signature" to establish a policy for the proper use of Electronic/Digital Signature for specific city related documents as shown in Exhibit A attached hereto and incorporated by reference herein.

NOW, THEREFORE, BE IT RESOLVED the conditions under which the City of Lathrop will accept digital signatures on City documents shall comply with the requirements below, pursuant to California Government Code Section 16.5; Title 2, Division 7, Chapter 10 of the California Code of Regulations; and the Uniform Electronic Transactions Act, commencing at section 1633.1 of the California Civil Code.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LATHROP DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. The Lathrop Municipal Code is hereby amended by adding new Chapter 2.50 Titled "Electronic Records and Signature", to Title 2 "Administration and Personnel" of the Lathrop Municipal Code, to establish a policy for the proper use of Electronic/Digital Signature for specific city related documents as shown in Exhibit A, incorporated by reference herein.

Section 2. This Ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care toward persons and property within or without the city so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 3. Severability. If any section, subsequent subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such a decision shall not affect the validity of the remaining portions of this Ordinance.

The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the unconstitutionality or invalidity of any section, subsection, subdivision, paragraph, sentence, clause or phrase.

Section 4. Effective Date. This Ordinance shall take legal effect 30 days from and after the date of its passage.

Section 5. Publication. Within fifteen days of the adoption of this Ordinance, the City Clerk shall cause a copy of this Ordinance, to be published in full accordance with Section 36933 of the Government Code

THIS ORDINANCE was regularly introduced at a regular meeting of the City Council of the City of Lathrop on the 8th day of March 2021, and was **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Lathrop on the 12th day of April 2021, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

EXHIBIT A

Title 2 ADMINISTRATION AND PERSONNEL

Chapter 2.50 Electronic Records and Signatures

2.50.010 Definitions. For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

(a) "Approved List of Certification Authorities" means the list of Certification Authorities approved by the California Secretary of State to issue certification for digital signature transactions involving public entities in California.

(b) "Certification Authority" means a person or entity that issues certification for the digital signature transaction. "Digital Signature" has the same meaning as in Section 16.5 of the California Government Code and means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature.

(c) "Digital signature" has the same meaning as in section 16.5 of the California Government Code.

(d) "Electronic record" has the same meaning as in section 1633.2 of the California Civil Code.

(e) "Electronic signature" has the same meaning as in section 1633.2 of the California Civil Code.

(f) "Signer" means the person who signs a digitally signed communication with the use of an acceptable technology to uniquely link the message with the person sending it.

(g) "Technology" means the computer hardware and/or software-based method or process used to create the digital signature.

(h) "UETA" means the Uniform Electronic Transactions Act, commencing at section 1633.1 of the California Civil Code.

2.50.020 Applicability and Purpose. In any written communication or transaction with the City where a signature is required, any party to the communication may use a digital signature, provided that it complies with the requirements of this Chapter. This Chapter is intended to enable the City to use digital signatures to the fullest extent allowed by law, and does not limit the City's ability to use electronic records, electronic signatures, or digital signatures in any way.

2.50.030 Requirements. In any transaction with the City for which the parties have elected to conduct the transaction by electronic means, the following provisions shall apply:

- a) When a record is required to be in writing, an electronic record satisfies that requirement, if it is in accordance with the UETA.
- b) When a signature is required, the parties may agree that either:
 - 1. An electronic signature satisfies that requirement, if it is in accordance with the UETA; or
 - 2. A digital signature satisfies that requirement, if it is in accordance with section 16.5 of the California Government Code.
- c) A digital signature shall include the following attributes:
 - 1. It is unique to the person using it.
 - 2. It is capable of verification.
 - 3. It is under the sole control of the signer.
 - 4. It is linked to data in such a manner that if the data changed, the digital signature is invalidated.
 - 5. It conforms to regulations adopted by the Secretary of State.
- d) The Certification Authority issuing the certification for the digital signature transaction must appear on the "Approved List of Certification Authorities" authorized by the California Secretary of State.
- e) The technology used to create the digital signature shall meet the Secretary of State's acceptable technology requirements under Title 2, Division 7, Chapter 10, Section 22003 of the California Code of Regulations as the same may be modified and amended from time to time.
- f) The City shall ensure that the level of security used to identify the signer of a document, and that the level of security used to transmit the signature, is sufficient for the transaction being conducted.

2.50.040 Policies. The City Council, by resolution, may establish and from time to time amend such policies as the City Council deems necessary or desirable to expand upon the provisions of this Chapter, provided that such policies are consistent with the provisions of this policy.

2.50.050 Excluded Transactions. The authorization conferred under this Chapter, shall not apply where the use of digital signatures or electronic signatures is prohibited by law or otherwise not governed by the UETA.

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ITEM 4.4

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

ITEM: **ACCEPT CIP PS 19-05 WARREN AVENUE SIDEWALK IMPROVEMENTS CONSTRUCTED BY DSS COMPANY DBA KNIFE RIVER CONSTRUCTION**

RECOMMENDATION: **Adopt Resolution Accepting Improvements Constructed by DSS Company DBA Knife River Construction for the Warren Avenue Sidewalk Improvements CIP PS 19-05, Authorize the Filing of a Notice of Completion, Release of Contract Retention, and Release Performance and Payment Bonds**

SUMMARY:

DSS Company DBA Knife River Construction (Knife River) has completed construction of the Warren Avenue Sidewalk Improvements CIP PS 19-05. Staff has inspected the improvements and has deemed these improvements complete and in accordance with the approved plans and specifications.

Knife River has submitted lien releases, confirming all sub-contractors and suppliers have been paid in full, and a one-year maintenance bond (based on 10% of the construction contract) for the improvements being accepted.

Staff requests City Council accept the improvements of the Warren Avenue Sidewalk Improvements CIP PS 19-05 constructed by Knife River. Staff also requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk and the release of contract retention to Knife River, in the amount of \$26,750, within forty-five (45) days after the recording of the Notice of Completion and the performance and payment bonds.

BACKGROUND:

On December 10, 2018, City Council approved Capital Improvement Project (CIP) PS 19-05 Warren Avenue Sidewalk Improvements (Project) to provide pedestrian connectivity to Joseph Widmer Jr. Elementary School. The project scope included repaving portions of Warren Avenue, a parallel parking lane, new curb, gutter, and sidewalk, and ADA-compliant curb ramps on both sides of Warren Avenue from Reverend Maurice Cotton Drive to Jasper Street.

On July 13, 2020, City Council awarded a construction contract with Knife River in the amount of \$569,986. Knife River completed the construction of the Warren Avenue Sidewalk Improvements CIP PS 19-05, and remained under budget by approximately \$34,987, resulting in a final contract amount of \$534,999. Staff has inspected the improvements and has deemed them complete and in accordance with the approved plans and specifications.

CITY MANAGER’S REPORT **PAGE 2**
APRIL 12, 2021 CITY COUNCIL REGULAR MEETING
ACCEPT CIP PS 19-05 WARREN AVENUE SIDEWALK IMPROVEMENTS
CONSTRUCTED BY DSS COMPANY DBA KNIFE RIVER CONSTRUCTION

The project has been completed within the available budget and original contract time frame and in accordance with the plans, specifications, and City of Lathrop Standards. The project costs referenced below capture all expenditures.

Project costs are as follows:

A.	Construction Contract Amount	\$ 569,986
B.	Approved Change Orders	\$ -34,987
C.	Design, Construction Management, Inspection, Testing and Miscellaneous Expenses	\$ 31,384
		\$ 566,383
	Total Project Costs	\$ 566,383

Upon acceptance of the improvements, the performance and payment bonds (Bond No. 190-045-290 / 107264091) will be released and replaced with the maintenance bond (Bond No. 190-045-290-M-107264091-M). The maintenance bond covers any repairs or replacements that become necessary during the one-year period, beginning with this acceptance, due to defective materials or workmanship in connection with the completed improvements. Knife River has also provided the necessary lien releases for the materials supplied and completed work

Staff requests City Council accept the improvements of the Warren Avenue Sidewalk Improvements CIP PS 19-05 constructed by Knife River. Staff also requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk and the release of contract retention to Knife River in the amount of \$26,750, within forty-five (45) days after the recording of the Notice of Completion and the release of performance and payment bonds.

REASON FOR RECOMMENDATION:

The Project was completed by Knife River pursuant to the contract documents dated July 13, 2020. Staff has inspected the improvements and deemed them complete and in accordance with City standards. The performance and payment bonds (Bond No. 190-045-290 / 107264091, \$569,986) will be released and replaced with a one-year maintenance bond (Bond No. 190-045-290-M-107264091-M, \$53,499) upon City Council’s acceptance of the improvements.

FISCAL IMPACT:

The final construction contract amount with Knife River for the Warren Avenue Sidewalk Improvements Project CIP PS 19-05 is \$534,999. Adequate funds have been allocated in the FY 20/21 budget to close out the project. With the completion of this project, staff requests that unused funds be transferred back into the Gas Tax Fund (2030).

APRIL 12, 2021 CITY COUNCIL REGULAR MEETING

**ACCEPT CIP PS 19-05 WARREN AVENUE SIDEWALK IMPROVEMENTS
CONSTRUCTED BY DSS COMPANY DBA KNIFE RIVER CONSTRUCTION**


ATTACHMENTS:

- A. Resolution Accepting Improvements Constructed by DSS Company DBA Knife River Construction for the Warren Avenue Sidewalk Improvements CIP PS 19-05, Authorize the Filing of a Notice of Completion, Release of Contract Retention, and Release Performance and Payment Bonds

- B. Notice of Completion – Warren Avenue Sidewalk Improvements CIP PS 19-05

CITY MANAGER'S REPORT **PAGE 4**
APRIL 12, 2021 CITY COUNCIL REGULAR MEETING
ACCEPT CIP PS 19-05 WARREN AVENUE SIDEWALK IMPROVEMENTS
CONSTRUCTED BY DSS COMPANY DBA KNIFE RIVER CONSTRUCTION

APPROVALS:




Ken Reed
Senior Construction Manager

3-31-2021
Date



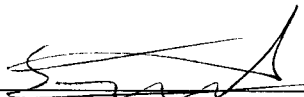
Michael King
Public Works Director

3/31/2021
Date



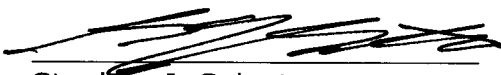
Cari James
Finance and Administrative
Services Director

4/2/2021
Date



Salvador Navarrete
City Attorney

3-31-2021
Date



Stephen J. Salvatore
City Manager

4.6.21
Date

RESOLUTION NO. 21 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING IMPROVEMENTS CONSTRUCTED BY DSS COMPANY DBA KNIFE RIVER CONSTRUCTION FOR THE WARREN AVENUE SIDEWALK IMPROVEMENTS CIP PS 19-05, AUTHORIZE THE FILING OF A NOTICE OF COMPLETION, RELEASE OF CONTRACT RETENTION, AND RELEASE PERFORMANCE AND PAYMENT BONDS

WHEREAS, on December 10, 2018, City Council approved Capital Improvement Project (CIP) 19-05 Warren Avenue Sidewalk Improvements (Project) to provide pedestrian connectivity to Joseph Widmer Jr. Elementary School; and

WHEREAS, the project scope included repaving portions of Warren Avenue, a parallel parking lane, new curb, gutter, and sidewalk, and ADA-compliant curb ramps on both sides of Warren Avenue from Reverend Maurice Cotton Drive to Jasper Street; and

WHEREAS, on July 13, 2020, the City Council awarded a construction contract for the Project to DSS Company DBA Knife River Construction (Knife River) in the amount of \$569,986; and

WHEREAS, Knife River was able to successfully complete the Project and remained under budget by approximately \$34,987, resulting in a final contract amount of \$534,999; and

WHEREAS, Knife River has satisfactorily completed the construction of the Project, and staff has inspected the improvements and has deemed them complete and in accordance with the approved plans and specifications; and

WHEREAS, Knife River has provided the necessary lien releases for the materials supplied and completed work; and

WHEREAS, Knife River has submitted a one-year maintenance bond (based on 10% of total project cost) for the improvements being accepted; and

WHEREAS, the performance and payment bonds (Bond No. 190-045-290 / 107264091, \$569,986) will be released and replaced with a one-year maintenance bond (Bond No. 190-045-290-M-107264091-M, \$53,499) upon City Council's acceptance of the improvements; and

WHEREAS, the budget for the Warren Avenue Sidewalk Improvements CIP PS 19-05 was sufficient to fund the Project, and staff requests that unused funds be transferred back into the Gas Tax Fund (2030); and

WHEREAS, staff requests City Council accept the improvements of the Warren Avenue Sidewalk Improvements CIP PS 19-05 constructed by Knife River; and

WHEREAS, staff also requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk upon acceptance of the improvements and the release of the contract retention to Knife River, in the amount of \$26,750, within forty-five (45) days after the recording of the Notice of Completion and the release of the performance and payment bonds (Bond No. 190-045-290 / 107264091).

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby accept the improvements of the Warren Avenue Sidewalk Improvements CIP PS 19-05 constructed by Knife River pursuant to the contract documents dated July 13, 2020; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop authorizes the filing of the Notice of Completion with the San Joaquin County Clerk and the release of the contract retention to Knife River, in the amount of \$26,750, within forty-five (45) days after the recording of the Notice of Completion and authorizes the release of the performance and payment bonds; and

BE IT FURTHER RESOLVED, that City Council also authorizes the transfer of the unused Project funds into the Gas Tax Fund (2030).

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

AYES:

NOES:

ABSENT:

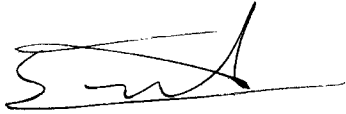
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the NOTICE OF COMPLETION dated **April 12, 2021** by **DSS Company DBA Knife River Construction** to the **City of Lathrop**, a political corporation and/or governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the City Council pursuant to authority conferred by minute action of the City Council adopted on **April 12, 2021**, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

By

City Manager

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ITEM 4.5

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

ITEM: **ACCEPT THE GENERAL PLAN HOUSING ELEMENT ANNUAL PROGRESS REPORT FOR CALENDAR YEAR 2020**

RECOMMENDATION: **Adopt a Resolution Accepting the General Plan Housing Element Annual Progress Report for Calendar Year 2020 and Authorize Staff to Submit the Report to the Governor's Office of Planning and Research and State Department of Housing and Community Development.**

SUMMARY:

The purpose of the APR is to provide the City Council and the State with the City's progress on the General Plan Housing Element's implementation programs and status towards meeting the City's fair share of the Regional Housing Needs Allocation (RHNA).

Each year, California cities are required to prepare an annual progress report (APR) on the status of implementing the General Plan Housing Element, and to submit the report to the State Department of Housing and Community Development (HCD) and the Governor's office of Planning and Research (OPR). Using a form provided by HCD, Staff provides data to create a snapshot of housing production across affordability levels, a listing of development applications received, and an update on housing program implementation. The annual progress report must be provided to the City Council for review and authorization prior to sending to the State.

BACKGROUND:

The City Council adopted the City's Housing Element on December 9, 2019 and received certification by HCD on February 7, 2020. The Housing Element is one (1) of seven (7) mandated elements of the City's General Plan and includes information related to the City's existing housing needs, an analysis of the City's population and employment trends, household characteristics, an inventory of land suitable for residential development and goals, policies and programs intended to meet the identified housing needs and state-mandated requirements.

Under California Government Code Section 65400(2), Planning Staff is required to prepare a General Plan Housing Element Annual Progress Report for review by the City Council and submittal to OPR and HCD by April 1st of each year. City Staff has already submitted the APR to meet the April 1st requirement. Staff will forward the City Council Resolution, if approved. HCD has a grace period of up to sixty (60) days past the deadline to submit the APR.

**CITY MANAGERS REPORT
 APRIL 12, 2021 CITY COUNCIL REGULAR MEETING
 HOUSING ELEMENT ANNUAL PROGRESS REPORT**

As part of the update to the City’s Housing Element, the City is required to identify sites to accommodate its fair share of the RHNA, as established by HCD and managed by the San Joaquin Council of Governments (SJCOG).

In summary, the RHNA process allocates the State’s future housing needs to each County. The State HCD identifies housing needs for each region in response to projected population and household growth, and mandates that each Council of Governments (COG) distribute the RHNA to each jurisdiction (Cities and Counties). The City’s 2019 Housing Element update identified a number of sites that could accommodate the City’s fair share of the RHNA, in all income categories. The following table represents the City’s RHNA (excerpt from the 2019 General Plan Housing Element):

TABLE 1: REGIONAL HOUSING NEEDS ALLOCATION (2014-2023) PROGRESS

Status	Extremely Low	Very Low	Low	Moderate	Above Moderate	TOTAL
RHNA Allocation	526	493	759	957	2,421	5,156
Built	0	0	0	29 ¹	1,571	1,600
Under Construction/ Permitted	0	0	0	0 ²	197	197
Remaining Allocation	526	493	759	928	653	3,359

¹INCLUDES 18 HOMES BUILT IN 2014 AND 9 HOMES BUILT IN 2015 SOLD AT MARKET-RATE PRICES AFFORDABLE TO MODERATE INCOME HOUSEHOLDS AND INCLUDES 2 ADUs BUILT IN 2017 AND 2018

²104 BUNGALOW UNITS ARE UNDER CONSTRUCTION IN RIVER ISLANDS; THESE UNITS WILL BE MONITORED AS THE DENSITY AND SIZE OF THE UNITS MAY YIELD MARKET-RATE SALES PRICES AFFORDABLE TO MODERATE INCOME HOUSEHOLDS.

³THERE IS THE POTENTIAL FOR SOME OR ALL OF THE APPROVED 350 MULTIFAMILY UNITS TO BE DEVELOPED AS AFFORDABLE UNITS, IF THE DEVELOPER SEEKS ADDITIONAL FUNDING OR SELLS ONE OR MORE OF THE PROJECTS TO AN AFFORDABLE HOUSING DEVELOPER.

SOURCE: SAN JOAQUIN COUNCIL OF GOVERNMENTS, 2014; ZILLOW.COM; CITY OF LATHROP, 2019

Each income category is defined as a percentage of the Area Median Income (AMI), as established by HCD which is currently \$74,988 for a four-person household. The income categories are then used to calculate housing affordability for rental and owner occupied housing. Each income category is defined as follows:

- Extremely Low Income Households have a combined income at or lower than 30 percent of AMI.
- Very Low Income Households have a combined income between 30 and 50 percent of AMI.
- Low Income Households have a combined income between 50 and 80 percent of AMI.
- Moderate Income Households have a combined income between 80 and 120 percent of AMI.
- Above Moderate Income Households have a combined income greater than 120 percent of AMI

**CITY MANAGERS REPORT
 APRIL 12, 2021 CITY COUNCIL REGULAR MEETING
 HOUSING ELEMENT ANNUAL PROGRESS REPORT**

The State Income Limits, as illustrated in the City’s 2019 Housing Element are as follows:

TABLE 30: STATE INCOME LIMITS – SAN JOAQUIN COUNTY (2019)

Income Group	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Extremely Low	\$14,700	\$16,910	\$21,330	\$25,750	\$30,170	\$34,590	\$39,010	\$43,430
Very Low	\$24,500	\$28,000	\$31,500	\$35,000	\$37,800	\$40,600	\$43,400	\$46,200
Low	\$39,200	\$44,800	\$50,400	\$56,000	\$60,500	\$65,000	\$69,450	\$74,950
Moderate	\$60,000	\$68,550	\$77,150	\$85,700	\$92,550	\$99,400	\$106,250	\$113,100
Above Moderate	\$60,000+	\$68,550+	\$77,150+	\$85,700+	\$92,550+	\$99,400+	\$106,250+	\$113,100+

SOURCE: HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT, 2019

In order to provide an idea of affordable housing costs by income group, affordable home sale prices are estimated for one, two, four, and six person households.

TABLE 31: HOUSING AFFORDABILITY BY INCOME GROUP

Income Group	One Person		Two Person		Four Person		Six Person	
	Home Sale Price*	Monthly Rent or Housing Cost	Home Sale Price*	Monthly Rent or Housing Cost	Home Sale Price*	Monthly Rent or Housing Cost	Home Sale Price*	Monthly Rent or Housing Cost
Extremely Low	\$51,100	\$367	\$58,100	\$422	\$86,000	\$643	\$114,900	\$864
Very Low	\$89,000	\$612	\$100,400	\$700	\$123,100	\$875	\$141,200	\$1,015
Low	\$138,000	\$980	\$155,600	\$1,120	\$190,900	\$1,400	\$219,200	\$1,625
Moderate	\$226,600	\$1,500	\$255,500	\$1,713	\$313,400	\$2,142	\$359,600	\$2,485
Above Moderate	\$226,600+	\$1,500+	\$255,500+	\$1,713+	\$313,400+	\$2,142+	\$359,600+	\$2,485+

*MAXIMUM AFFORDABLE SALES PRICE IS BASED ON THE FOLLOWING ASSUMPTIONS: 5% INTEREST RATE, 30-YEAR FIXED LOAN, DOWNPAYMENT: \$5,000 – EXTREMELY LOW, \$10,000 – VERY LOW; \$15,000 – LOW, \$25,000 – MODERATE, PROPERTY TAX, UTILITIES, AND HOMEOWNERS INSURANCE AS 30% OF MONTHLY HOUSING COST (EXTREMELY LOW), 28% OF MONTHLY HOUSING COST (LOW), AND 25% OF MONTHLY HOUSING COST (MODERATE/ABOVE MODERATE). HOMES SALES PRICES ARE ROUNDED TO NEAREST \$100.

SOURCE: DE NOVO PLANNING GROUP, 2019

An excerpt from the City’s 2019 General Plan Housing Element related to RHNA, state income limits, and housing affordability is attached to this Staff Report as Attachment 3.

The forms provided by HCD were originally adopted in 2010 and have recently been updated pursuant to Assembly Bill 879 (AB 879) and Senate Bill 35 (SB35), which now include information related to the number of development applications received and approved and list of sites rezoned to address RHNA shortfall.

**CITY MANAGERS REPORT
APRIL 12, 2021 CITY COUNCIL REGULAR MEETING
HOUSING ELEMENT ANNUAL PROGRESS REPORT**

In summary, the forms require the following information:

- Status of the plan and progress in its implementation
- Progress in meeting its share of the regional housing needs
- The number of housing development applications received in the prior year
- The number of units included in all development applications in the prior year
- The number of units approved and disapproved in the prior year
- The degree to which its approved general plan complies with the adopted General Plan guidelines

The Planning Commission considered the Housing Element Annual Progress Report for Calendar Year 2020 at their March 17, 2021 meeting. At the conclusion of the public meeting, the Planning Commission voted 4-0 to recommend the City Council accept the Housing Element Annual Progress Report for Calendar Year 2020 and authorize staff to submit the report to OPR and HCD (Attachment 4).

ANALYSIS:

Staff has prepared the 2020 Lathrop Housing Element Annual Progress Report, included as Attachment 2.

New Applications Received

The city of Lathrop received five (5) residential entitlement applications for new residential development that may result in 11,160 new units. The City received and approved the following Architectural Design Review Applications in 2020:

River Islands

Lennar Horizon	141 single-family dwelling units
Pulte Homes Sunset	122 single-family dwelling units

Central Lathrop

KB Homes	75 single-family dwelling units
Richmond American Homes	96 single-family dwelling units

River Islands Phase 2

The City received a General Plan Amendment, Rezone, West Lathrop Specific Plan Amendment, Urban Design Concept Amendment, Development Agreement Amendment, and Vesting Tentative Subdivision Map to modify the approved River Islands Phase 2 area. The proposed modifications include densifying the proposed residential development within the Phase 2 area, including additional retail and commercial development, and adding a mixed-use Transit Oriented Development (TOD) area north of a site proposed for a Valley Link commuter rail station in the Employment Center District.

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The total number of dwelling units proposed is 10,726. The City is currently processing the proposed amendments to River Islands Phase 2.

New Home Construction

The City of Lathrop issued 827 residential building permits in 2020, which is an increase of 438 more than 2019 (Total of 389 building permits issued in 2019). Of the 827 residential building permits, 679 building permits are for single-family homes, and are considered "Above Moderate". The remaining 148 residential building permits are for apartment and accessory dwelling units, and are considered "Moderate".

Housing Element Programs

The City made progress in implementing the Goals and Programs of the Housing Element. The following programs were implemented in 2020 or in the process of being implemented:

1. Housing Element Program 1e: Evaluate State-administered funding programs

This program requires City staff to evaluate State-administered funding programs on a biennial basis to determine if there are additional programs appropriate to encourage affordable housing development or for the City to use to augment First Time Homebuyer program for lower income households and request funds when appropriate and available.

Action: On April 24, 2020, the City received approval for funding under the Senate Bill 2 (SB2) Planning Grants Program. The City received approval for \$149,000 in this Grant for the following activities:

- Housing Element Update (2019);
- Accessory Dwelling Units Pre-Approved Building Plans; and
- Code Text Amendment to the Lathrop Municipal Code as it relates to Accessory Dwelling Units.

Staff completed the Housing Element Update in 2019, the amendments to the Municipal Code for ADUs, and are working on the Pre-Approved Building Plans Activity.

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Progress Towards Meeting RHNA

As illustrated in Table B of the HCD Forms below, the City has issued 2,409 building permits for residential development for the 2014 – 2023 Housing Element Planning Period.

Income Level		RHNA Allocation by Income Level	2015	2016	2017	2018	2019	2020	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	1019								1019
	Non-Deed Restricted									
Low	Deed Restricted	759								759
	Non-Deed Restricted									
Moderate	Deed Restricted	957						148		809
	Non-Deed Restricted						148			
Above Moderate		2421	343	170	297	383	389	679	2261	160
Total RHNA		5156								
Total Units			343	170	297	383	389	827	2409	2747

CEQA Review:

The proposed Housing Element Annual Progress Report for Calendar Year 2020 is not considered a project as prescribed by the California Environmental Quality Act (CEQA). This report does not authorize construction of any housing. However, the housing units reported as being permitted for construction are subject to their individual environmental review document previously established, reviewed and approved by the City.

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RECOMMENDATION:

The Planning Commission and staff recommend that the City Council consider all information provided and submitted, take and consider all public testimony and, if determined to be appropriate, take the following actions:

Adopt the proposed resolution to accept the Housing Element Annual Progress Report for Calendar Year 2020 and authorize staff to submit the report to the OPR and HCD.

FISCAL IMPACT:

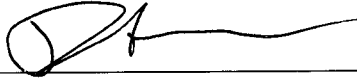
The request has no fiscal impact to the City other than staff time to prepare the report.

ATTACHMENTS:

1. Resolution for Housing Element Annual Progress Report for Calendar Year 2020
2. Housing Element Annual Progress Report for Calendar Year 2020
3. Affordability & RHNA Explanation. Excerpt from the City's 2019 General Plan Housing Element
4. Planning Commission Resolution No. 20-2

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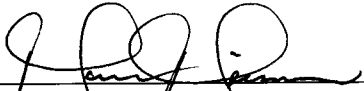
APPROVALS:



David Niskanen
Contract Planner

3/23/2021

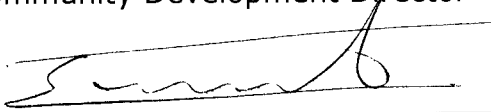
Date



Mark Meissner
Community Development Director

3/23/2021

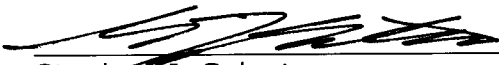
Date



Salvador Navarrete
City Attorney

3.23.2021

Date



Stephen J. Salvatore
City Manager

3.30.21

Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING THE GENERAL PLAN HOUSING ELEMENT ANNUAL PROGRESS REPORT FOR CALENDAR YEAR 2020 AND AUTHORIZING STAFF TO SUBMIT THE REPORT TO THE GOVERNOR'S OFFICE OF PLANNING AND RESEARCH AND THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

WHEREAS, California Government Code Section 65400(2) requires the planning agency to provide an annual report to the City Council, the Governor's Office of Planning and Research and the State Department of Housing and Community Development (HCD) regarding progress toward implementation of the housing element of the general plan; and

WHEREAS, planning staff has prepared an annual progress report for the calendar year 2020, utilizing the prescribed forms and instructions provided by the State Department of Housing and Community Development; and

WHEREAS, the Planning Commission held a public meeting and adopted Resolution No. 21-2, recommending the City Council accept the report and authorize staff to submit the report to the Governor's Office of Planning and Research and the State Department of Housing and Community Development; and

WHEREAS, the City Council has reviewed all written evidence and oral testimony presented to date.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop based on substantial evidence in the administrative record of proceedings, its findings above and pursuant to its independent review and consideration, hereby receives and accepts the annual progress report on the Housing Element, attached and incorporated by reference herein, and authorizes staff to forward the report to the Governor's Office of Planning and Research and the State Department of Housing and Community Development pursuant to Government Code Section 65400(2).

PASSED AND ADOPTED by the City Council of the City of Lathrop at a regular meeting on the 12th day of April, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

SONNY DHALIWAL, MAYOR

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

Jurisdiction	Lathrop	
Reporting Year	2020	(Jan. 1 - Dec. 31)

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	148
Above Moderate		679
Total Units		827

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Housing Applications Summary	
Total Housing Applications Submitted:	5
Number of Proposed Units in All Applications Received:	11,160
Total Housing Units Approved:	434
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction	Lathrop
Reporting Year	2020

(Jan. 1 - Dec. 31)

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1 Name of Program	2 Objective	3 Timeframe in H.E	4 Status of Program Implementation
Program 1a	<p>To ensure adequate sites for extremely low, very low, low, and moderate income housing are available throughout the planning period to meet the City's RHNA, the City will continue to biennially update the inventory of lower and moderate income sites (Appendix A). The update shall remove sites that have been developed and add any replacement or new sites. The update shall ensure that the inventory of residential sites continues to include sites appropriate for a variety of single family and multifamily housing types as well as sites to accommodate single room occupancies and emergency shelters.</p>	<p>Update inventory on a biennial basis and make inventory available at City Hall and on the City website.</p>	<p>The City continues to maintain the inventory of residential sites (Appendix A of the Housing Element). As development occurs, the inventory will be updated and published. Inventory developed as part of the Housing Element will be maintained through the Housing Element Planning Period.</p>
Program 1b	<p>Continue to monitor the amount of land zoned for both single family and multifamily development and ensure that land use and zoning decisions do not reduce sites available for affordable housing. In order to ensure that adequate sites continue to be provided for affordable housing, the City shall:</p> <ul style="list-style-type: none"> • Require development to meet the minimum development densities established for each residential zoning district. • Evaluate each rezoned, change in allowed density, or other action that would reduce residential densities or the residential capacity of site and ensure adequate actions and/or findings are provided to ensure consistency with Government Code Section 65863. • As part of any entitlements for or amendments associated with River Islands/West Lathrop Specific Plan development, ensure that the Specific Plan and associated maps maintain a minimum of 45.67 acres of high density residential sites in River Islands that allow development at 20 to 40 du/ac. • As part of any entitlements or amendments associated with Central Lathrop Specific Plan development, ensure that the Specific Plan and associated maps maintain a minimum of 43 acres of high density residential sites (mixed use sites that allow high density residential uses are not credited for the full site and are only counted at 50% of the site size) that allow development at 20 to 40 du/ac. • As part of the development review process for any amendment to existing specific plans that include residential land use designations, encourage re-designation of additional sites to High Density Residential (15-40 du/ac) land uses or to mixed use designations that 50% of the site to be developed with residential uses at a minimum density of 20 du/ac and encourage increasing Medium Density Residential densities to a minimum of 10 to 12 du/ac. 	<p>Ongoing through the development review process</p>	<p>The City continues to monitor and maintain the amount of land zoned for both single family and multi-family developments and ensure land use and zoning decisions do not reduce sites availability for affordable housing. The City received one (1) application in 2020 for a General Plan Amendment and Rezone from RL - Residential Low to RM - Residential Medium, increasing the residential density.</p>

<p>Program 1c</p>	<p>Continue to encourage development of well- designed and innovative projects that provide for the development of compatible residential, commercial, industrial, institutional, and/or public uses within a single project or neighborhood by continuing to implement the West Lathrop and Central Lathrop Specific Plans, which encourage mixed use development as well as a range of uses through allowing higher building intensities, reduced parking requirements, reduced set-back and yard requirements, allow for a higher building height, and greater floor area ratios. In addition, the City will continue to work closely with the developers of each Specific Plan to expedite processing and permit procedures.</p>	<p>Ongoing</p>	<p>The City continues to encourage well designed and innovative projects within the West Lathrop and Central Lathrop Specific Plans. The West Lathrop Specific Plan continues to be built-out and as development occurs, the City reviews Architecture, Landscaping, and Development Plan for consistency with the West Lathrop Specific Plan and the River Islands Urban Design Concept as well as associated neighborhood specific Architecture Design Guidelines and Standards. Development within the Central Lathrop Specific Plan began in 2019 and will continue to occur within the Housing Element Planning Period.</p>
<p>Program 1d</p>	<p>Support affordable or special needs (including senior, disabled, developmentally disabled, farmworker, homeless, large family, and single female head of family) housing projects applications for federal, state, and/or regional programs, including CDBG, HOME, project-based Section 8/211, Low Income Housing Tax Credit, and HCD grant programs, that may be used for the development and on-going affordability of lower income and special needs housing. Support for applications shall be provided through staff technical assistance with the application (e.g., assisting with completing application components related to development review and environmental compliance) where appropriate and City Council consideration of resolutions indicating local support for each project.</p>	<p>Ongoing on a project-by-project basis</p>	<p>The City continues to support affordable or special needs housing projects. As applications for such developments are received, the City will assist applicant(s) in preparing and submitting grant applications for funding. No affordable or special needs housing grants were submitted in 2020.</p>
<p>Program 1e</p>	<p>Evaluate State-administered funding programs on a biennial basis to determine if there are additional programs appropriate to encourage affordable housing development or for the City to use to augment First Time Homebuyer program for lower income households and request funds when appropriate and available. As soon as possible, request SB 2 funds to develop additional housing incentives, such as reduced fee structures for senior, disabled, and other special needs housing where a nexus can be demonstrated that service demands for such housing are less than typical single family or multifamily housing, pre-approved plans for small-scale infill housing projects that include an affordable component, and a plan for use of future SB 2 funds.</p>	<p>Biennially (by December 31st of 2021 and 2023); SB 2 funding to be requested concurrently with Housing Element Update (2019)</p>	<p>The City will evaluate State-administered funding programs on a biennial basis to determine if there are additional programs appropriate to encourage affordable housing development or for the City to use to augment First Time Homebuyer program for lower income households and request funds when appropriate and available. The City received approval for SB 2 funding from HCD for a variety of programs, including Accessory Dwelling Unit (ADU) pre-approved building plans and non-subjective residential design guidelines.</p>
<p>Program 1f</p>	<p>Continue to consider regional development through working with SJCOC and local jurisdictions to plan for high quality regional development, including adequate affordable housing, by reviewing SJCOC data and online resources to track regional development, and by providing input into the development of the methodology for allocating the region's Regional Housing Needs Allocation.</p>	<p>Ongoing</p>	<p>The City continues to monitor and support development within San Joaquin. The City works closely with the City of Manteca and San Joaquin County to ensure development is compatible with adjacent jurisdictions and uses.</p>

<p>Program 1g</p>	<p>Continue to address and encourage lower income housing, special populations, and homeless needs on an annual basis through developer and service provider outreach and through participation in the Urban County/County Continuum of Care. As part of the development of the Annual Action Plan for CDBG/HOME funding, contact potential housing developers and service providers and encourage their submittal of funding applications and housing proposals that use the City's allocation as well as the Countywide allocation of funds for extremely low income housing, very low income housing, and low income housing as well as housing for disabled, seniors, veterans, homeless, and other special needs populations. The following shall be provided as links via the Annual Action Plan hearing notice: • A table of lower income housing sites, including the parcel size, zoning, land use designation, and realistic capacity and associated map identifying the location of each site. • A list of City incentives to encourage housing development. • Identification of the City's interest in actively supporting efforts to establish housing and facilities to serve lower income and special needs populations. Request that any developers seeking support under Housing Element Program 1d respond to request assistance through the Urban County funding as part of Annual Action Plan.</p>	<p>With Annual Action Plan public hearing notices</p>	<p>The City continues to participate in the Urban County/County Continuum of Care. The City will prepare a table of lower income housing sites, a list of City incentives to encourage housing development and identification of the City's interest in actively supporting efforts to establish housing and facilities to serve lower income and special needs populations.</p>
<p>Program 1h</p>	<p>Maintain information regarding homeless shelters and services available to City residents. This information shall be available at City Hall, the Lathrop Community Center, the Library, and on the City's website.</p>	<p>Ongoing; distribute brochures on a monthly basis or as-needed</p>	<p>The City maintains information regarding homeless shelters and services available. This information is readily available at City Hall and will be reviewed/updated periodically.</p>
<p>Program 1i</p>	<p>The City shall participate with San Joaquin County's efforts to address farmworker housing needs. Participation with the County may include identification of potential sites and funding sources available for farm labor housing.</p>	<p>As needed</p>	<p>The City will work with San Joaquin County to address farmworker housing. Participation may include identification of sites available in the City for such a development and identification of funding sources.</p>
<p>Program 1j</p>	<p>Continue to work with the San Joaquin Housing Authority by providing housing information requested by the Housing Authority in a timely manner. Encourage the Housing Authority to issue more vouchers to City residents in need and to make efforts to increase the use of vouchers for rental of single family homes due to the City's limited supply of multifamily housing. Continue to permit Planned Development District zoning that promotes a variety of housing types in the City through the utilization of innovative development techniques and flexible standards, such as: zero lot lines, clustering of dwelling units, narrower streets, increased densities, and fewer dedication requirements.</p>	<p>Ongoing; including Housing Authority in annual mailing under program 1g</p>	<p>The City will provide any information the San Joaquin County Housing Authority needs and/or requests. No action in 2020.</p>
<p>Program 1k</p>	<p>Facilitate the development of market rate rental housing and affordable for-sale and rental housing, including housing for extremely low, very low, and low income groups and special needs populations, through the following: • Regulatory incentives, such as expediting permit processing, deferred fees, and/or reduced parking requirements based on the bedroom mix of the project; and • Encourage developers to utilize the density bonus and incentive provisions required by State law; and • Publicize these incentives for market rate housing to developers and/or other interested parties by providing informational flyers at the Community Development Department's counter and in development project applications.</p>	<p>Ongoing</p>	<p>As development occurs and development applications are received, the City will review and make recommendations towards Planned Development Zoning. In addition, as inquiries are received on particular properties, the City will evaluate whether a Planned Development Zoning would benefit the Project. No Planned Development Rezone requests were processed in 2020.</p>
<p>Program 1l</p>	<p>Facilitate the development of market rate rental housing and affordable for-sale and rental housing, including housing for extremely low, very low, and low income groups and special needs populations, through the following: • Regulatory incentives, such as expediting permit processing, deferred fees, and/or reduced parking requirements based on the bedroom mix of the project; and • Encourage developers to utilize the density bonus and incentive provisions required by State law; and • Publicize these incentives for market rate housing to developers and/or other interested parties by providing informational flyers at the Community Development Department's counter and in development project applications.</p>	<p>Ongoing</p>	<p>The City did not receive an application for extremely low, very low, and low income groups and special needs populations in 2020.</p>

<p>Program 1m</p>	<p>Encourage a range of housing types for the developmentally disabled through coordination with the Valley Mountain Regional Center to identify needed housing types, such as independent living opportunities and group homes and other facilities that provide assistance to residents. Projects that provide housing for developmentally disabled persons will be assisted through priority/express processing, assistance with funding applications, and assistance with any density bonus requests for a density bonus, reduced development standards (e.g., minimum lot size, setbacks, parking, etc) or other incentives. Continue to refer households with a developmentally disabled member to the Valley Mountain Regional Center for assistance. <u>Revise the Zoning Code to require ministerial approval, which may include site plan review, for housing developments that include a minimum of 20 percent of units affordable to lower income households on the following sites consistent with Government Code 65583.2: 1: 21331033 2: 21321006 3: 19121017 5: 19122032 6: 19122039 7: 19122040 8: 19122059 11: 19608021 12: 19608026 13: 19608072</u> Continue to offer pre-application meetings to all developers with various City staff representing numerous City departments (e.g. planning, building, engineering, etc.) to discuss project design, city standards, necessary public improvements, and funding strategies.</p>	<p>Ongoing</p>	<p>This program is ongoing. The City encourages development of a variety of housing types, including housing for developmentally disabled and will coordinate with the Valley Mountain Regional Center to identify needed housing types.</p>
<p>Program 1n</p>	<p>Continue to offer pre-application meetings to all developers with various City staff representing numerous City departments (e.g. planning, building, engineering, etc.) to discuss project design, city standards, necessary public improvements, and funding strategies.</p>	<p>No later than December 1, 2022 due to statutory requirements to be completed within 3 years of Housing Element adoption</p>	<p>The City will work towards revising the Zoning Code to require ministerial approval on the Sites listed in Program 1n. This program is not yet complete.</p>
<p>Program 2a</p>	<p>Continue to offer pre-application meetings to all developers with various City staff representing numerous City departments (e.g. planning, building, engineering, etc.) to discuss project design, city standards, necessary public improvements, and funding strategies.</p>	<p>Ongoing</p>	<p>The City continues to offer pre-application meetings to all developers within the community. The City had seven (7) pre-application meetings with developers in 2020.</p>
<p>Program 2b</p>	<p>Provide incentives to encourage the development of special needs and affordable housing. This program is anticipated to assist at least four projects, in coordination with other applicable programs. Incentives shall include: • Allowing developers to submit concurrent/"piggyback" applications (e.g., rezones, tentative tract maps, conditional use permits, variance requests, etc.) to streamline processing of development projects that require multiple City approvals or entitlements; • Provide technical assistance with the entitlement process for projects that propose extremely low-, very low-, and low- income housing or that include a significant portion of units for special needs households. • Consideration of fee waivers or fee deferrals, where deemed appropriate, projects providing housing for extremely low-, very low-, and low income households or special needs households. • Prioritizing projects which include units set aside for extremely low-, very low-, and/or low income households; • Through the density bonus provisions of the Zoning Code, provide for a reduction in development standards (e.g., allowing narrower streets, variable setbacks, increased heights, etc.) for eligible projects providing housing for extremely low-, very low-, and low income households.</p>	<p>Ongoing</p>	<p>The City continues to offer incentives through the options listed in Program 2b. This program is ongoing.</p>
<p>Program 2c</p>	<p>Continue to monitor average processing times for discretionary development permits on a biennial basis and regularly review the Zoning Code and the City's development project processing procedures to identify changes to further reduce housing costs and average permit processing time. Where changes are feasible to implement, update the Zoning Code and amend the City's processing procedures to reduce housing costs and processing times.</p>	<p>Biennial review (2021, 2023)</p>	<p>The City will monitor processing times for development applications and review on a biennial basis. This program is ongoing.</p>

<p>Program 2d</p>	<p>Review affordable housing and in-fill projects for eligible CEQA exemptions and exempt those projects that are eligible from further CEQA review. In order to encourage use of CEQA exemptions and the advance CEQA work that has been completed for the majority of the City's lower income sites, ensure that the inventory maintained under Program 1a identifies the required approvals, including CEQA review, so that developers understand that the City has minimal processing requirements for its lower income sites.</p>	<p>Ongoing for review of development applications; concurrent with the Housing Element update information provided to developers to identify sites eligible for CEQA exemptions for CEQA review has been completed.</p>	<p>As part of the review of a development application, the City makes a CEQA Determination as to whether a project is exempt, will require an Initial Study or Environmental Impact Report. The City will review affordable housing and in-fill projects for eligibility for a CEQA exemption as development applications are received.</p>
<p>Program 2e</p>	<p>Review all updates and revisions to the City's ordinances, codes, policies, and procedures to ensure that they do not constrain "reasonable accommodation" for disabled persons and to ensure that they do not reduce the City's capacity for a range of housing types and densities.</p>	<p>Ongoing</p>	<p>Staff continues to monitor updates and revisions to the City's Ordinances, Codes, Policies and Procedures. No update in 2020 constrained reasonable accommodation for disabled persons.</p>
<p>Program 2f</p>	<p>Continue to encourage developers to include accessory dwelling units as an integral part of their project through maintaining provisions in the Zoning Code that provide for accessory dwelling units (ADUs) in all zones that allow single family homes and by continuing to provide a reduced fee structure for accessory dwelling units, including exemption from water and sewer connection fees and capacity charges, and by modifying the ADU standards in the Zoning Code as-needed to be consistent with requirements of State law, as may be amended from time to time. It is anticipated that at least 6 ADUs will be incentivized through the City's provisions to accommodate and encourage ADUs.</p>	<p>Ongoing</p>	<p>The City continues to encourage the development of Accessory Dwelling Units (ADU) in the community. The City submitted a Senate Bill 2 grant application to amend the Zoning Code to be consistent with new State Law, prepare pre-approved building plans for ADUs and prepare advertisements for the construction of ADUs. This program is ongoing.</p>
<p>Program 2g</p>	<p>Encourage developers to take advantage of density bonuses and incentives for affordable housing and senior housing projects that are provided by the City consistent with the requirements of State law and provide information that identifies the maximum densities that can be achieved through a density bonus.</p>	<p>Ongoing</p>	<p>The City continues to encourage the use of density bonuses for developments that qualify. This program is ongoing.</p>
<p>Program 2h</p>	<p>Address the special housing needs of large families to alleviate overcrowding in the City by facilitating the construction of housing that includes 3-and 4-bedroom units affordable to extremely low-, very low-, and low-income families. The City will publicize financial and regulatory incentive opportunities to developers and/or other parties interested in the construction of housing that includes 3- and 4-bedroom affordable units by providing information on the City's website and through flyers at the Community Development Department and in all specific plan and subdivision application packets.</p>	<p>Ongoing</p>	<p>As development applications are received, the City will encourage the development of 3- and 4- bedroom units affordable to extremely low-, very low-, and low-income families. No affordable housing applications were received in 2020.</p>
<p>Program 2i</p>	<p>Continue to support female-headed households in the City with the permitting of child day care facilities as outlined in Chapter 17 of the Municipal Code</p>	<p>Ongoing</p>	<p>The City continues to support child day care facilities and permits child day care facilities as prescribed in the Municipal Code.</p>
<p>Program 2n</p>	<p>Require developers of new housing to use the HCD New Home Universal Design Option Checklist to disclose to buyers accessible features that are available. The City shall encourage developers to make accessible features available as standard features to the extent feasible and to provide remaining accessible features as optional features or features available in a limited number of units.</p>	<p>Ongoing</p>	<p>The City will require developers of new housing to use the HCD New Home Universal Design Option Checklist. This program is ongoing.</p>

Program 2o	In compliance with State law (Government Code Section 65589.7), the City will establish written policies and procedures that grant priority for water and sewer to proposed development that includes housing affordable to lower-income households.	Jan-20	The City is in the process of establishing written policies and procedures that grant priority water and sewer to proposed development that includes housing affordable to lower-income households.
Program 2p	Support multifamily housing on sites that accommodate lower income households by revising the Zoning Ordinance to limit development of single family units on sites designated for high density residential uses. Single family development shall only be allowed if the single family unit(s) are: 1) replacing an existing single family unit on a one for one basis, 2) on an existing lot of 8,000 square feet or less, or 3) are part of a housing development with the majority of units affordable to extremely low, very low, and/or low income households.	Jan-20	This program was completed in 2019.
Program 2q	Revise the Zoning Code to permit manufactured homes in the same manner as single family homes, as required by Government Code Section 65852.3. The following revision shall be made to Section 17.68.010: "The provisions of this chapter shall apply to all manufactured housing and mobilehomes on permanent foundations, which shall be allowed subject to the same permit requirements and standards as a single family home in all districts that allow single family homes and shall also be subject to the standards identified in Section 17.68.020.	Jan-20	This program was completed in 2019.
Program 2r	Revise the Zoning Code to remove inconsistencies regarding the densities allowed in the RM zone and to ensure that the densities allowed are consistent with the densities identified in the General Plan Land Use Element. The following revision shall be made to Section 17.36.050.D.: "Density. The allowable density for the RM multifamily residential districts shall be: RM-MH8: 1-8 units per acre RM-3: 8-15 units per acre RM-2: 16-25 units per acre RM-1.5: 16-25 units per acre	Jan-20	This program was completed in 2019.
Program 2s	Revise the Zoning Code to implement the requirements of Government Code Sections 65913.4 (as amended by SB 35), 65660, 65662, 65664, 65666, and 65668 (as established and/or amended by AB 101), and 65650 through 65656 (as established and/or amended by AB 2162), including the following: 1) Identify eligible projects, as set forth under Government Code Section 65913.4; 2) Define low barrier navigation center as a use allowed by right and develop standards and requirements for processing a low barrier navigation center consistent with the requirements of State law, including Government Code Sections 65660 through 65668; and 3) Establish standards and requirements for processing supportive housing by right consistent with the requirements of State law, including Government Code Sections 65650 through 65656.	Aug-20	The City is in the process of completing this Program.

Program 4a	Continue to encourage the enforcement of federal and state fair housing standards. The City will provide fair housing information to interested citizens and will make fair housing materials from the California Department of Fair Housing and Employment and the federal Office of Fair Housing and Equal Opportunity available at City Hall, the Library, the Community Center, and on the City's website in both English and Spanish. All requests for fair treatment on housing will be referred to the fair housing provider funded through the San Joaquin Urban County consortium (currently San Joaquin Fair Housing, Inc.). Require all recipients of locally administered housing funds to acknowledge their understanding of fair housing law, affirm their commitment to the law, and to provide fair housing opportunities for all persons.	Ongoing	This program is ongoing.
Program 4b		Ongoing	As housing development projects are completed, this program will be implemented. No locally administered housing funds were used in 2020.
Program 5a	Continue to participate in the San Joaquin Housing Authority and encourage the Housing Authority to increase assistance to the City, through allocating more Housing Choice Vouchers and working with housing developers to provide Project-Based Vouchers, as well as other assistance administered by the Housing Authority. The City shall provide information on the availability of Housing Authority programs to interested residents. Provide housing information to all interested agencies, developers, residents, and non-profit groups. City staff will assist with Zoning and General Plan inquiries as well as provide contact information between the San Joaquin Urban County Consortium, San Joaquin Housing Authority, housing developers, and non-profit groups.	Ongoing; annual coordination and outreach to Housing Authority to encourage increased assistance	This program is ongoing.
Program 5b	Promote energy efficient land use planning by incorporating energy conservation as a major criterion for future decision making. This shall include innovative site designs and orientation techniques, which incorporate passive and active solar designs and natural cooling techniques.	Ongoing	The City continues to provide housing information to interested parties, including home owners, developers, property owners, non-profit groups, etc. as it relates to Zoning and General Plan. This program is ongoing.
Program 6a	Encourage pre-application meetings to address site layout and design components that encourage energy conservation prior to any formal submittal that is to be considered by the Planning Commission and/or City Council. The City shall continue to rely on project input from all departments to assess design and layout for all residential projects.	Ongoing	This program is ongoing. The City will continue to encourage energy efficient land use planning.
Program 6b		Ongoing	The City continues to hold pre-application meetings. This program is ongoing.
Program 6c	Continue to support energy conservation in existing and new housing, through participating in programs such as the Open PACE clean energy program and ensuring the community has access to current energy conservation methods and practices as well as information on programs available to fund energy conservation improvements. Ensure information is available at City Hall and on the City's website. Encourage new residential development or significant rehabilitation projects to meet or exceed CalGreen Tier 1 and/or to achieve LEED certification.	Ongoing	The City will ensure information is available on the City's website as it relates to energy conservation.
Program 6d		Ongoing	The City will encourage new residential development or significant rehab. Projects to meet CALGreen and LEED standards.

2019 HOUSING ELEMENT BACKGROUND REPORT

TABLE 29: RENTAL RATES BY NUMBER OF BEDROOMS

Bedroom Type	2019 Rental Survey		Census Data	
	Units Available	Range	Median Rent (2017)	Median Rent (2000)
Studio	0	N/A	-	\$500
1 bed	0	N/A	\$745	\$625
2 bed	2	\$1,395	\$979	\$750
3 bed	7	\$1,400 - \$2,500	\$1,518	\$800
4 bed or more	11	\$2,095 - \$3,650	\$1,846 (4)/ \$2,380 (5+)	N/A

SOURCE: US CENSUS, 2000; US CENSUS ACS, 2013-2017; ZILLOW.COM, 2019, CRAIGSLIST.COM, 2019

Housing Affordability

Income Groups

The California Department of Housing and Community Development (HCD) publishes household income data annually for areas in California. Table 30 shows the maximum annual income level for each income group adjusted for household size for San Joaquin County. The maximum annual income data is then utilized to calculate the maximum affordable housing payments for different households (varying by income level) and their eligibility for housing assistance programs.

- *Extremely Low Income Households* have a combined income at or lower than 30% of area median income (AMI), as established by the state Department of Housing and Community Development (HCD).
- *Very Low Income Households* have a combined income between 30 and 50% of AMI, as established by HCD.
- *Low Income Households* have a combined income between 50 and 80% of AMI, as established by HCD.
- *Moderate Income Households* have a combined income between 80 and 120% of AMI, as established by HCD.
- *Above Moderate Income Households* have a combined income greater than 120% of AMI, as established by HCD.

TABLE 30: STATE INCOME LIMITS - SAN JOAQUIN COUNTY (2019)

Income Group	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Extremely Low	\$14,700	\$16,910	\$21,330	\$25,750	\$30,170	\$34,590	\$39,010	\$43,430
Very Low	\$24,500	\$28,000	\$31,500	\$35,000	\$37,800	\$40,600	\$43,400	\$46,200
Low	\$39,200	\$44,800	\$50,400	\$56,000	\$60,500	\$65,000	\$69,450	\$74,950
Moderate	\$60,000	\$68,550	\$77,150	\$85,700	\$92,550	\$99,400	\$106,250	\$113,100
Above Moderate	\$60,000+	\$68,550+	\$77,150+	\$85,700+	\$92,550+	\$99,400+	\$106,250+	\$113,100+

SOURCE: HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT, 2019

Housing Affordability

Table 31 shows the maximum rents and sales prices, respectively, that are affordable to very low, low, moderate, and above moderate-income households. Affordability is based on a household spending 30% or less of their total household income for shelter. Affordability is based on the maximum household income levels established by HCD (Table 30). The annual income limits established by HCD are similar to those used by the US Department of Housing and Urban Development (HUD) for administering various affordable housing programs. In order to provide an idea of affordable housing costs by income group, affordable home sales prices are estimated for one, two, four, and six person households (see Table 29). Maximum affordable sales price is based generally on the following assumptions: 5% interest rate, 30-year fixed loan, and downpayments that vary with income level, as described in Table 31.

Comparing the maximum affordable housing costs in Table 31 to the rental rates in Tables 28 and 29, rental rates in Lathrop are generally affordable to moderate income households of two or more persons and to above moderate income

2019 HOUSING ELEMENT BACKGROUND REPORT

households. While there are some units affordable to extremely low, very low, and low income households, there is a very limited number of the more affordable units. The median rental rates reported by 2013-2017 ACS (Table 29) are in the affordability range of low, moderate, and above moderate income households. The 2019 rental survey indicated that there are currently a limited number of smaller rental units (studio, 1 bedroom, and 2 bedroom units) in Lathrop that are affordable to very low and low income households, but that there are units affordable to low income households with 4 or more persons as well as to moderate and above moderate income households of all sizes. The majority of available rentals were larger units; there were no studio or 1 bedroom units listed for rent and only two 2-bedroom units. Moderate and above moderate income households can afford a broad range of available housing.

Similarly, homes for sale in Lathrop are affordable to moderate and above moderate income households, based on a comparison of Tables 27 and 31. There is a small number of units, all mobile homes, affordable to very low and low income households. Current home sales prices are not affordable to extremely low income households.

TABLE 31: HOUSING AFFORDABILITY BY INCOME GROUP

Income Group	One Person		Two Person		Four Person		Six Person	
	Home Sale Price*	Monthly Rent or Housing Cost	Home Sale Price*	Monthly Rent or Housing Cost	Home Sale Price*	Monthly Rent or Housing Cost	Home Sale Price*	Monthly Rent or Housing Cost
Extremely Low	\$51,100	\$367	\$58,100	\$422	\$86,000	\$643	\$114,900	\$864
Very Low	\$89,000	\$612	\$100,400	\$700	\$123,100	\$875	\$141,200	\$1,015
Low	\$138,000	\$980	\$155,600	\$1,120	\$190,900	\$1,400	\$219,200	\$1,625
Moderate	\$226,600	\$1,500	\$255,500	\$1,713	\$313,400	\$2,142	\$359,600	\$2,485
Above Moderate	\$226,600+	\$1,500+	\$255,500+	\$1,713+	\$313,400+	\$2,142+	\$359,600+	\$2,485+

*MAXIMUM AFFORDABLE SALES PRICE IS BASED ON THE FOLLOWING ASSUMPTIONS: 5% INTEREST RATE, 30-YEAR FIXED LOAN, DOWNPAYMENT:

\$5,000 – EXTREMELY LOW, \$10,000 – VERY LOW; \$15,000 – LOW, \$25,000 – MODERATE, PROPERTY TAX, UTILITIES, AND HOMEOWNERS

INSURANCE AS 30% OF MONTHLY HOUSING COST (EXTREMELY LOW), 28% OF MONTHLY HOUSING COST (LOW), AND 25% OF MONTHLY HOUSING COST

(MODERATE/ABOVE MODERATE). HOMES SALES PRICES ARE ROUNDED TO NEAREST \$100.

SOURCE: DE NOVO PLANNING GROUP, 2019

Affordable Housing Inventory

There are no subsidized or otherwise rent-restricted affordable multifamily complexes in Lathrop.

Mobile Home Parks

Lathrop has four mobilehome parks with a total of 259 spaces, as listed below. None of the mobilehome parks are restricted to lower income households, however, mobilehomes typically present a lower cost housing option.

- Lathrop Sands, 15550 S. Harlan Road – 36 spaces
- Walnut Grove Mobile Home Park, 365 E. Louise Avenue – 54 spaces
- Camino Real Mobile Estates, 15820 S. Harland Road – 167 spaces
- Harlan Park, 11424 S. Harlan Road – 2 spaces

FUTURE HOUSING NEEDS

A Regional Housing Needs Plan (RHNP) is mandated by the State of California (Government Code [GC], Section 65584) for regions to address housing issues and needs based on future growth projections for the area. The RHNP for San Joaquin County is developed by the San Joaquin Council of Governments (SJCOC), and allocates a “fair share” of regional housing needs to individual cities and unincorporated county. The intent of the RHNP is to ensure that local jurisdictions address not only the needs of their immediate areas but also that needs for the entire region are fairly distributed to all communities. A major goal of the RHNP is to assure that every community provides an opportunity for a mix of affordable housing to all economic segments of its population.

**CITY OF LATHROP
PLANNING COMMISSION RESOLUTION NO. 21-2**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LATHROP
RECOMMENDING CITY COUNCIL RECEIVE AND ACCEPT THE HOUSING
ELEMENT ANNUAL PROGRESS REPORT FOR CALENDAR YEAR 2020 AND
AUTHORIZE STAFF TO SUBMIT THE REPORT TO THE GOVERNOR'S OFFICE OF
PLANNING AND RESEARCH AND THE CALIFORNIA DEPARTMENT OF
HOUSING AND COMMUNITY DEVELOPMENT**

WHEREAS, California Government Code Section 65400(2) requires the planning agency to provide an annual report to the City Council, the Governor's Office of Planning and Research (OPR), and the State Department of Housing and Community Development (HCD) regarding progress toward implementation of the housing element of the general plan; and

WHEREAS, planning staff has prepared an annual progress report for the calendar year 2020, utilizing the prescribed forms and instructions provided by HCD; and

WHEREAS, the Planning Commission has reviewed all written evidence and oral testimony presented to date.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Lathrop based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, does hereby recommend the City Council receive and accept the annual progress report on the Housing Element for Calendar Year 2020, attached and incorporated by reference herein, and authorize staff to forward the report to the Governor's Office of Planning and Research and the State Department of Housing and Community Development pursuant to Government Code Section 65400(2).

PASSED AND ADOPTED by the Planning Commission of the City of Lathrop at a regular meeting on the 17th day of March, 2021 by the following vote:

AYES: Dresser, Rhodes, Gatto, Ishihara

NOES: None

ABSTAIN: None

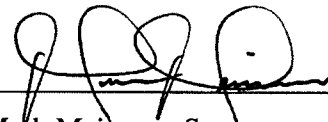
ABSENT: Ralmilay



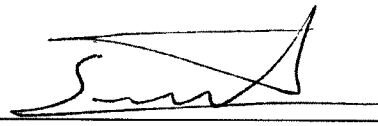
Steve Dresser, Vice Chair

ATTEST:

APPROVED AS TO FORM:



Mark Meissner, Secretary



Salvador Navarrete, City Attorney

ITEM 4.6

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

ITEM: CREATE CIP PW 21-07 WATER SYSTEM REPAIRS AND APPROVE RELATED BUDGET AMENDMENT

RECOMMENDATION: Adopt a Resolution Approving the Creation of Capital Improvement Project (CIP) PW 21-07 Water System Repairs and the Related Budget Amendment

SUMMARY:

Staff is proposing the creation of Water System Repairs Capital Improvement Project (CIP) PW 21-07 to improve our water system reliability and performance. This project will consist of installing water main pipeline, service laterals, and water valve repairs throughout the City's water system network.

Staff is requesting that City Council approve the creation of Water System Repairs CIP PW 21-07. The total estimated cost of the project is \$700,000 and funds are available in the Water Capital Replacement Fund (5600). The creation of this CIP and allocation of funds will allow staff to move forward with engineering design and construction phases.

BACKGROUND:

The City of Lathrop's Water System Master Plan has identified areas in the City's water system network that are in need of replacement and repair to improve system reliability and performance. Various deficient water system valves and fittings have also been identified that will require replacement or repair. These improvements are critical to the operation of the City's water system and are required to maintain compliance with the City's State Permit to operate a domestic water system.

The City's Water System Master Plan has identified the need to upsize a section of the water main located on J Street to 12 inches, and for the existing 12 inch transmission main for Booster Pump Station and Tank No.1 (BPS-1) to be upsized to 16 inches in order to address existing head loss deficiencies and improve system performance. Sections of the existing water main located along J Street and Avon Street are made of brittle asbestos-cement ("Transite") pipes. These pipes are situated behind the sidewalk and need to be replaced and relocated within the street to prevent further damage from tree roots. This project will also provide new water service connections to the fire station located on J Street, and will remove and replace existing water service connections and fire hydrants located within the project limits.

Staff is requesting that City Council approve the creation of CIP PW 21-07 Water System Repairs and the related budget amendment.

CITY MANAGER’S REPORT **PAGE 2**
APRIL 12, 2021 CITY COUNCIL REGULAR MEETING
APPROVE THE CREATION OF CAPITAL IMPROVEMENT PROJECT PW 21-07
FOR THE 2021 WATER SYSTEM REPAIRS

REASON FOR RECOMMENDATION:

The creation of the new CIP PW 21-07 Water System Repairs project is needed to improve water system reliability, performance, address deficiencies and maintain compliance with the City’s State Permit to operate a domestic water system.

FISCAL IMPACT:

The total estimated cost of the CIP PW 21-07 Water System Repairs project is \$700,000. Funds are available in the Water Capital Replacement Fund (5600). Staff requests City Council approve the creation of CIP PW 21-07 and a budget amendment transferring \$700,000 from the Water Capital Replacement Fund (5600) to the Water Replacement CIP Fund (5690) as follows:

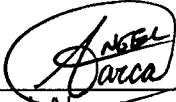
<u>Increase Transfer Out</u>		
5600-9900-990-9010		\$700,000
 <u>Increase Transfer In</u>		
5690-9900-393-0000	PW 21-07	\$700,000
 <u>Increase Expenditures</u>		
5690-8000-420-12-00	PW 21-07	\$700,000

ATTACHMENTS:

- A. Resolution Approving the Creation of Capital Improvement Project (CIP) PW 21-07 Water System Repairs and the Related Budget Amendment

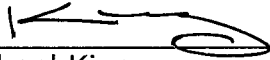
CITY MANAGER'S REPORT
APRIL 12, 2021 CITY COUNCIL REGULAR MEETING
APPROVE THE CREATION OF CAPITAL IMPROVEMENT PROJECT PW 21-07
FOR THE 2021 WATER SYSTEM REPAIRS

APPROVALS:



Angel Abarca
Assistant Engineer

4/1/21
Date



Michael King
Public Works Director

4/1/2021
Date



Cari James
Finance & Administrative Services Director

4/2/2021
Date



Salvador Navarrete
City Attorney

4-1-2021
Date



Stephen J. Salvatore
City Manager

4-6-21
Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE CREATION OF CAPITAL IMPROVEMENT PROJECT (CIP) PW 21-07 WATER SYSTEM REPAIRS AND THE RELATED BUDGET AMENDMENT

WHEREAS, staff is proposing the creation of Capital Improvement Project (CIP) PW 21-07 Water Systems Repairs to improve the water system reliability and performance; and

WHEREAS, the proposed project will relocate and upsize sections of the asbestos-cement (Transite) pipes located along J Street and Avon Street, and to upsize a section of water transmission main between J Street and Booster Pump Station and Tank No.1 (BPS-1); and

WHEREAS, this project will also include the repair and replacement of deficient valves, appurtenances and fittings that have been identified at various locations in the water system; and

WHEREAS, staff is requesting that Council approve the creation of CIP PW 21-07 Water System Repairs and related budget amendment transferring \$700,000 from the Water Capital Replacement Fund (5600) to the Water Replacement CIP Fund (5690) as detailed below:

<u>Increase Transfer Out</u>		
5600-9900-990-9010		\$700,000
<u>Increase Transfer In</u>		
5690-9900-393-0000	PW 21-07	\$700,000
<u>Increase Expenditures</u>		
5690-8000-420-12-00	PW 21-07	\$700,000

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve the creation of CIP PW 21-07 Water System Repairs and budget amendment transferring \$700,000 from the Water Capital Replacement Fund (5600) to Water Replacement CIP Fund (5690).

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

AYES:

NOES:

ABSTAIN:

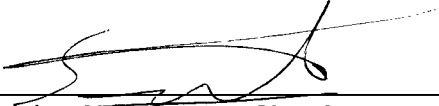
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

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ITEM 4.7

CITY MANAGER REPORT APRIL 12, 2021 CITY COUNCIL REGULAR MEETING

ITEM: CREATE CIP PS 21-12 PAVEMENT MAINTENANCE AND REPAIR AND APPROVE RELATED BUDGET AMENDMENT

RECOMMENDATION: Adopt a Resolution Approving the Creation of Capital Improvement Project (CIP) PS 21-12 Pavement Maintenance and Repair and Related Budget Amendment

SUMMARY:

Staff is proposing the creation of Capital Improvement Project (CIP) PS 21-12 Pavement Maintenance and Repair to maintain and repair deteriorated pavement citywide. The project will consist of slurry sealing and re-striping various roadways throughout the City. Slurry sealing is a cost effective treatment to extend a roadway's service life and improve pavement conditions.

The proposed project would utilize Regional Surface Transportation Program (RSTP) funds that flow from the federal government down through the San Joaquin Council of Governments (SJCOG) and to each City based on population. Pavement projects are typically categorized into maintenance or rehabilitation. Staff is proposing a maintenance project, slurry seal, to streamline the environmental clearance process and coordination with Caltrans.

Staff requests that City Council approve the creation of CIP PS 21-12 Pavement Maintenance and Repair and related budget amendment.

BACKGROUND:

The proposed CIP PS 21-12 Pavement Maintenance and Repair project will repair and maintain existing pavement on various City streets. Staff utilizes the City's Pavement Management System (PMS) to assess the condition of roadway sections and help determine the locations for slurry sealing treatment. Slurry sealing is a cost effective treatment to extend a roadway's service life and improve asphalt surface conditions. The following locations, also shown in the Project Locations Map as Attachment B, are the proposed streets to receive a slurry seal:

- Golden Valley Pkwy from Market Place to Stanford Crossing
- River Islands Pkwy from Golden Valley Pkwy to Lathrop Fire Station 34
- Lathrop Rd from Interstate 5 (I-5) to Stanford Crossing
- Mossdale Area – Various residential streets
- East Lathrop – Various residential streets

CITY MANAGER’S REPORT **PAGE 2**
APRIL 12, 2021 CITY COUNCIL REGULAR MEETING
APPROVE THE CREATION OF CAPITAL IMPROVEMENT PROJECT PS 21-12
FOR THE 2021 PAVEMENT MAINTENANCE AND REPAIR

Staff requests that City Council approve the creation of CIP PS 21-12 Pavement Maintenance and Repair and related budget amendment.

REASON FOR RECOMMENDATION:

According to the City’s PMS, the existing asphalt on several streets needs to be maintained. These current deteriorating pavement conditions warrant the proposed project for the City’s road maintenance and repair program. Slurry sealing a roadway protects the pavement from oxidation and raveling, provides skid resistance, and stop moisture intrusion into the asphalt pavement. It also minimizes disruptions to the traveling public by accommodating faster construction times. Slurry sealing is a cost effective way to extend a roadway’s service life and improve surface conditions.

FISCAL IMPACT:

Staff recommends City Council approve the creation of CIP PS 21-12 Pavement Maintenance and Repair transferring the \$1,274,000 Regional Surface Transportation Program (RSTP) funds from the Citywide Road Maintenance and Repair Program PS 18-01 to the proposed CIP PS 21-12 Pavement Maintenance and Repair. Staff requests City Council approve the budget amendment as follows:


<u>Decrease Transfers-In</u>		
3310-9900-393-0000	PS 18-01	\$1,274,000
<u>Increase Transfers-In</u>		
3310-9900-393-0000	PS 21-12	\$1,274,000
<u>Decrease Expenditures</u>		
3310-8000-420-1200	PS 18-01	\$1,274,000
<u>Increase Expenditures</u>		
3310-8000-420-1200	PS 21-12	\$1,274,000

ATTACHMENTS:

- A. Resolution Approving the Creation of Capital Improvement Project (CIP) PS 21-12 Pavement Maintenance and Repair and Related Budget Amendment
- B. Project Locations Map

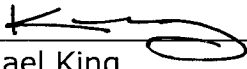
CITY MANAGER'S REPORT
APRIL 12, 2021 CITY COUNCIL REGULAR MEETING
APPROVE THE CREATION OF CAPITAL IMPROVEMENT PROJECT PS 21-12
FOR THE 2021 PAVEMENT MAINTENANCE AND REPAIR PROJECT

APPROVALS:



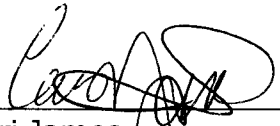
Angel Abarca
Assistant Engineer

4/1/21
Date



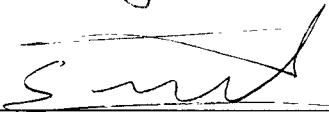
Michael King
Public Works Director

4/1/2021
Date




Cari James
Finance & Administrative
Services Director

4/3/2021
Date



Salvador Navarrete
City Attorney

4-1-2021
Date



Stephen J. Salvatore
City Manager

4.7.21
Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE CREATION OF CAPITAL IMPROVEMENT PROJECT (CIP) PS 21-12 PAVEMENT MAINTENANCE AND REPAIR AND RELATED BUDGET AMENDMENT

WHEREAS, staff is proposing the creation of Capital Improvement Project (CIP) PS 21-12 Pavement Maintenance and Repair to maintain and repair deteriorated pavement citywide; and

WHEREAS, the proposed project will consist of slurry sealing and re-striping various roadways throughout the City; and

WHEREAS, slurry sealing is a cost effective treatment to extend a roadway’s service life and improve pavement conditions; and

WHEREAS, staff uses the City’s Pavement Management System (PMS) to assess the condition of the roadway sections and help determine the locations for slurry sealing treatment; and

WHEREAS, staff is proposing the following locations to be maintained and re-striped:

- Golden Valley Pkwy from Market Place to Stanford Crossing
- River Islands Pkwy from Golden Valley Pkwy to Lathrop Fire Station 34
- Lathrop Rd from Interstate 5 (I-5) to Stanford Crossing
- Mossdale Area – Various residential streets
- East Lathrop – Various residential streets

WHEREAS, the project would utilize Regional Surface Transportation Program (RSTP) funds that flow from the federal government down through the San Joaquin Council of Governments (SJCOG) and to each City based on population; and

WHEREAS, staff requests City Council approve a budget amendment transferring the \$1,274,000 RSTP funds from the Citywide Road Maintenance and Repair Program PS 18-01 to the CIP PS 21-12 Pavement Maintenance and Repair as follows:

<u>Decrease Transfers-In</u>		
3310-9900-393-0000	PS 18-01	\$1,274,000
<u>Increase Transfers-In</u>		
3310-9900-393-0000	PS 21-12	\$1,274,000
<u>Decrease Expenditures</u>		
3310-8000-420-1200	PS 18-01	\$1,274,000
<u>Increase Expenditures</u>		
3310-8000-420-1200	PS 21-12	\$1,274,000

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve the creation of Capital Improvement Project (CIP) PS 21-12 Pavement Maintenance and Repair and budget amendment transferring \$1,274,000 from the PS 18-01 to the CIP PS 21-12 Pavement Maintenance and Repair.

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

AYES:

NOES:

ABSENT:

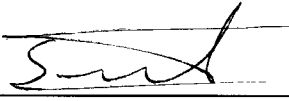
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

No.	Segment	Estimated Area (SF)
1	Golden Valley Pkwy (Market Place - Stanford Xing)	370,350
2	River Islands Pkwy (Golden Valley Pkwy - Lathrop Fire Station 34)	63,620
3	Lathrop Rd (Interstate 5 - Stanford Xing)	236,300
4	Mossdale Area (Various Residential Streets)	TBD
5	East Lathrop (Various Residential Streets)	TBD



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CN
USGS, AeroGRID, IGN, and the GIS User Community



2021 PAVEMENT MAINTENANCE & REPAIR PROJECT CIP PS 21-12



2021 PAVEMENT MAINTENANCE & REPAIR PROJECT CIP PS 21-12

ITEM 4.8

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

ITEM: CREATE CIP GG 21-13 FOR THE CITY'S MUNICIPAL CORPORATION YARD IMPROVEMENTS AND APPROVE RELATED BUDGET AMENDMENT

RECOMMENDATION: Adopt Resolution Approving the Creation of Capital Improvement Project (CIP) GG 21-13 for the City's Municipal Corporation Yard Improvements and Related Budget Amendment

SUMMARY:

The City's Municipal Corporation Yard (Corp Yard) is an approximately 10-acre site located at 2112 East Louise Avenue and is essential for the ongoing operation and maintenance of the City. This facility houses critical infrastructure, including the Louise Avenue Water Treatment Facility (LAWTF), provides office space for staff, storage for material and equipment, enables compliance with regulatory programs and has the ability to operate as a command center in the event of an emergency.

The City purchased the Corp Yard property nearly 12 years ago to construct a water treatment facility to comply with new drinking water standards. Over the past 12 years, the City has experienced a tremendous amount of growth and it is time to improve the Corp Yard. Development impact fees have been collected during this period of growth for funding these types of improvements. Proposed improvements include additional office space, security upgrades, a material handling site, storage racks and additional asphalt pavement.

Staff is requesting that City Council approve the creation of Capital Improvement Project (CIP) GG 21-13 City's Municipal Corporation Yard Improvements with an initial budget of \$500,000. Sufficient funds were not included in the adopted Fiscal Year (FY) 20/21 Budget, therefore, staff is requesting that Council approve a budget amendment allocating \$500,000 of Municipal City Services Funds for the proposed improvements.

BACKGROUND:

The City's Municipal Corporation Yard (Corp Yard) is an approximately 10-acre site located at 2112 East Louise Avenue and is essential for the ongoing operation and maintenance of the City. This facility houses critical infrastructure, including the Louise Avenue Water Treatment Facility (LAWTF), provides office space for staff, storage for material and equipment, enables compliance with regulatory programs and has the ability to operate as a command center in the event of an emergency.

CITY MANAGER’S REPORT **PAGE 2**
APRIL 12, 2021 CITY COUNCIL REGULAR MEETING
CREATE CIP GG 21-13 CORP YARD IMPROVEMENTS AND APPROVE RELATED BUDGET AMENDMENT

The City purchased the Corp Yard property nearly 12 years ago to construct a water treatment facility to comply with new drinking water standards. Over the past 12 years, the City has experienced a tremendous amount of growth and it is time to improve the Corp Yard. Proposed improvements include additional office space, security upgrades, a material handling site, storage racks and additional asphalt pavement.

REASON FOR RECOMMENDATION:

The Corp Yard needs improvement in order to keep up with recent and planned growth and to comply with new regulatory requirements associated with the America’s Water Infrastructure Act (AWIA).

Creation of GG 21-13 City’s Municipal Corporation Yard Improvements and allocation of funds will allow staff to move forward with design engineering services. Staff will return to Council prior to awarding a construction contract.

FISCAL IMPACT:

Staff is requesting that City Council approve the creation of Capital Improvement Project (CIP) GG 21-13 City’s Municipal Corporation Yard Improvements with an initial budget of \$500,000. Sufficient funds were not included in the adopted Fiscal Year (FY) 20/21 Budget, therefore, staff is requesting that Council approve a budget amendment allocating \$500,000 of Municipal City Services Funds as follows:


Increase Transfers Out		
2270-9900-990-9010		\$500,000
Increase Transfers In		
3010-9900-393-0000	GG 21-13	\$500,000
Increase Expenditures		
3010-8000-420-12-00	GG 21-13	\$500,000

ATTACHMENTS:

- A. Resolution Approving the Creation of Capital Improvement Project (CIP) GG 21-13 for the City’s Municipal Corporation Yard Improvements and Related Budget Amendment
- B. Vicinity Map

CITY MANAGER'S REPORT
APRIL 12, 2021 CITY COUNCIL REGULAR MEETING
CREATE CIP GG 21-13 CORP YARD IMPROVEMENTS AND APPROVE RELATED BUDGET AMENDMENT

APPROVALS:



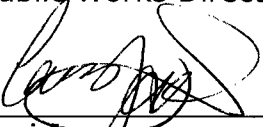
Angel Abarea
Assistant Engineer

4/1/21
Date



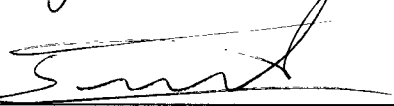
Michael King
Public Works Director

4/1/21
Date



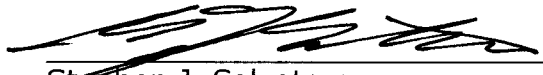
Cari James
Finance & Administrative Services Director

4/5/2021
Date



Salvador Navarrete
City Attorney

4.1-2021
Date



Stephen J. Salvatore
City Manager

4.6.21
Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE CREATION OF CAPITAL IMPROVEMENT PROJECT (CIP) GG 21-13 FOR THE CITY'S MUNICIPAL CORPORATION YARD IMPROVEMENTS AND RELATED BUDGET AMENDMENT

WHEREAS, the City's Municipal Corporation Yard (Corp Yard) is an approximately 10-acre site located at 2112 East Louise Avenue and is essential for the ongoing operation and maintenance of the City; and

WHEREAS, the Corp Yard's critical infrastructure, including the Louise Avenue Water Treatment Facility (LAWTF), provides office space for staff, storage for material and equipment, enables compliance with regulatory programs and has the ability to operate as a command center in the event of an emergency; and

WHEREAS, the City purchased the Corp Yard property nearly 12 years ago to construct a water treatment facility to comply with new drinking water standards; and

WHEREAS, improvements are needed to keep up with recent and planned growth and to comply with new regulatory requirements associated with the America's Water Infrastructure Act (AWIA); and

WHEREAS, proposed improvements include additional office space, security upgrades, a material handling site, storage racks and additional asphalt pavement; and

WHEREAS, development impact fees have been collected to fund these types of improvements to City facilities; and

WHEREAS, sufficient funds were not included in the adopted Fiscal Year (FY) 20/21 Budget, therefore, staff is requesting that Council approve a budget amendment allocating \$500,000 of Municipal City Services Funds for the proposed improvements.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby approve the creation of CIP GG 21-13 Municipal Corporation Yard Improvements; and

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

Increase Transfers Out		
2270-9900-990-9010		\$500,000
Increase Transfers In		
3010-9900-393-0000	GG 21-13	\$500,000
Increase Expenditures		
3010-8000-420-12-00	GG 21-13	\$500,000

The foregoing resolution was passed and adopted this 12th day of April 2021, 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



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



**CITY'S MUNICIPAL CORPORATION YARD CIP GG 21-13
LOCATION MAP**

Disclaimer: Data shown may not be accurate and is for mapping purposes only. Contact the City for more information.

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**ITEM: CREATE CIP GG 21-14 CITY HALL PUBLIC SAFETY
POWER SHUTOFF GRANT BACKUP GENERATOR**

**RECOMMENDATION: Adopt Resolution Approving the Creation of CIP GG
21-14 City Hall PSPS Grant Backup Generator and
Related Budget Amendment**

SUMMARY:

In 2019, all Pacific Gas and Electric (PG&E) customers were notified that their power may be turned off for safety when extreme fire danger conditions are forecasted, this event is referred to as a Public Safety Power Shutoff (PSPS). The California Governor's Office of Emergency Services (Cal OES) allocated San Joaquin County \$137,184 to fund a grant program for FY 2020-21 Community Power to help mitigate the effects of a PSPS. The grants had to meet the programs additional criteria of supporting one or more of the following resiliency areas: schools, election offices, food storage reserves, and/or COVID-19 testing sites.

The Community Power Resiliency Submission Panel, coordinated by the San Joaquin Office of Emergency Services (OES) chose the City's project over multiple other submittals from within the County. The project will provide \$54,296 in grant funds to purchase and install a backup generator for City Hall. This project met the grant criteria by being a polling place for the local community, as well as other benefits.

BACKGROUND:

In 2019, all Pacific Gas and Electric (PG&E) customers were notified that their power may be turned off for safety when extreme fire danger conditions are forecasted, this event is referred to as a Public Safety Power Shutoff (PSPS). The California Governor's Office of Emergency Services (Cal OES) allocated San Joaquin County \$137,184 to fund a grant program for FY 2020-21 Community Power to help mitigate the effects of a PSPS. The grant application window closed on January 11, 2021 and the City was recently notified that our submittal has been chosen. The grants had to meet the programs additional criteria of supporting one or more of the following resiliency areas: schools, election offices, food storage reserves, and/or COVID-19 testing sites.

The Community Power Resiliency Submission Panel, coordinated by the San Joaquin Office of Emergency Services (OES) chose the City's project over multiple other submittals from within the County. This grant has no requirement for a local match of funding. The project will provide \$54,296 in grant funds to purchase and install a backup generator for City Hall. This project met the grant criteria by being a polling place for the local community, as well as other benefits.

This project will allow the citizens of Lathrop to access City Hall during a PSPS power disruption. The grant proceeds will equip City Hall with a stationary 250 KW EPA Certified, diesel generator. The generator quoted would provide a minimum of 8

CITY MANAGER’S REPORT **Page 2**
APRIL 12, 2021 CITY COUNCIL REGULAR MEETING
APPROVE THE CREATION OF CIP GG 21-14 CITY HALL PSPS GRANT
BACKUP GENERATOR AND RELATED BUDGET AMENDMENT

hours of backup power with fuel storage onsite. This project would also provide all of the necessary cables and connections needed to supply power. This project will provide City Hall with enough power to maintain operations during a PSPS. The operations are crucial, as City Hall serves as the communications and technology hub for City departments; including Lathrop Police Services.

REASON FOR RECOMMENDATION:

Staff recommends Council approve this action, to create a CIP and accept the \$54,296 in funds from the County’s Office of Emergency Services, Public Safety Power Shutoff (PSPS) Grant Program. The grant process was competitive, requires no local match, and was successfully awarded to the City for the purchase of an emergency generator at City Hall.

FISCAL IMPACT:

Staff recommends City Council approve the creation of CIP GG 21-14 with a total initial budget of \$54,296. The PSPS Grant funding is a reimbursement program, which requires the City to spend funds prior to receiving reimbursement from County OES. Therefore, staff requests City Council approve a budget amendment as follows:

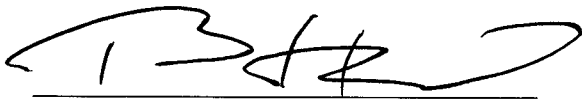
<u>Increase Revenue</u>		
2160- 8000- 331- 0500		\$54,296
 <u>Increase Transfer Out</u>		
2160- 9900- 990- 9010	GG 21- 14	\$54,296
 <u>Increase Transfer In</u>		
3010- 9900- 393- 0000	GG 21- 14	\$54,296
 <u>Increase Expenditures</u>		
3010- 8000- 450- 2000	GG 21- 14	\$54,296

ATTACHMENTS:

- A. Resolution
- B. Notification of Grant Award

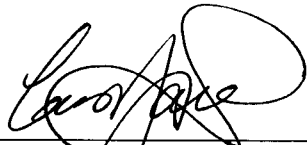
**CITY MANAGER'S REPORT
APRIL 12, 2021 CITY COUNCIL REGULAR MEETING
APPROVE THE CREATION OF CIP GG 21-14 CITY HALL PSPS GRANT
BACKUP GENERATOR AND RELATED BUDGET AMENDMENT**

APPROVALS:



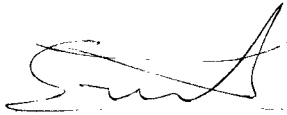
Thomas Hedegard
Deputy Finance Director

3/31/2021
Date



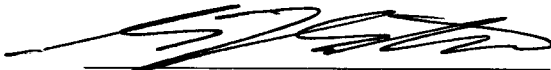
Cari James
Director of Finance and Administrative
Services

3/31/2021
Date



Salvador Navarrete
City Attorney

3-31-2021
Date



Stephen J. Salvatore
City Manager

4.1.21
Date

RESOLUTION NO. 21-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APPROVING THE CREATION OF CIP GG 21-14 CITY HALL PUBLIC SAFETY
POWER SHUTOFF GRANT BACKUP GENERATOR AND RELATED BUDGET
AMENDMENT**

WHEREAS, in 2019, all Pacific Gas and Electric (PG&E) customers were notified that their power may be turned off for safety when extreme fire danger conditions are forecasted, this event is referred to as a Public Safety Power Shutoff (PSPS); and

WHEREAS, the California Governor’s Office of Emergency Services (Cal OES) allocated San Joaquin County \$137,184 to fund a grant program for FY 2020-21 Community Power to help mitigate the effects of a PSPS; and

WHEREAS, the grant application window closed on January 11, 2021 and the City was recently notified that our submittal has been chosen. The grant had to meet the programs additional criteria of supporting one or more of the following resiliency areas: schools, election offices, food storage reserves, and/or COVID-19 testing sites; and

WHEREAS, the Community Power Resiliency Submission Panel, coordinated by the San Joaquin Office of Emergency Services (OES) chose the City’s project over multiple other submittals from within the County. This grant has no requirement for a local match of funding; and

WHEREAS, the project will provide \$54,296 in grant funds to purchase and install a backup generator for City Hall. This project met the grant criteria by being a polling place for the local community, as well as other benefits; and

WHEREAS, this project will allow the citizens of Lathrop to access City Hall during a PSPS power disruption. The grant proceeds will equip City Hall with a stationary 250 KW EPA Certified, diesel generator;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop hereby approves the creation of Capital Improvement Project (CIP) GG 21-14 – City Hall PSPS Grant Backup Generator and related budget amendment as follows:

<u>Increase Revenue</u>		
2160- 8000- 331- 0500		\$54,296
<u>Increase Transfer Out</u>		
2160- 9900- 990- 9010	GG 21- 14	\$54,296
<u>Increase Transfer In</u>		
3010- 9900- 393- 0000	GG 21- 14	\$54,296
<u>Increase Expenditures</u>		
3010- 8000- 450- 2000	GG 21- 14	\$54,296

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney



Office of Emergency Services
A Division of General Services
Shellie Lima, Deputy Director of General Services-
Emergency Operations

January 29, 2021

Thomas Hedegard
City of Lathrop, Finance Department
390 Towne Centre Drive
Lathrop, Ca 95330

SUBJECT: Notification of 2020 Community Power Resiliency Grant Award
Period of Performance: July 1, 2020 – October 31, 2021

Dear Thomas,

The Community Power Resiliency Submission Panel, coordinated by the San Joaquin Office of Emergency Services (OES) has approved the project submitted for the 2020 Community Power Resiliency Grant in an **amount not to exceed \$ 54,296**. Eligible activities under this allocation are limited to the project outlined in your submission.

Project Brief:

Purchase and installation of a backup generator for City Hall, a polling place for the local community, as well as other benefits.

In some cases, approved funding was less than originally requested, therefore your agency/department will be responsible for seeking necessary funding to complete the project, including reimbursement processing, prior to October 31, 2021, in order to meet funding deadlines.

This award is subject to the requirements as established in the Notification of Subrecipient Allocation, FY2020 Community Power Resiliency Allocation letter from the Governor's Office of Emergency Services, dated October 2, 2020 (attached). Please complete the letter of acceptance (attached) and return to slima@sjgov.org by February 19, 2020.

REIMBURSEMENT INSTRUCTIONS: Upon completion of the project, submit the following items for reimbursement to the San Joaquin County Office of Emergency Services, Attn: 2020 Community Power Resiliency Program Manager, 2101 E. Earhart Ave, Suite 300, Stockton, California, 95206:

1. Copy of Purchase Order
2. Copy of Invoice
3. Proof of payment

Notification of 2020 Community Power Resiliency Grant Award
January 29, 2021

Questions may be addressed to me, by email at slima@sigov.org or by phone at 209-953-6200.

Sincerely,



Shellie Lima,
Director Emergency Operations
San Joaquin County Office of Emergency Services

Attachments

1. Letter of Acceptance (return to OES by Feb 19, 2021)
2. Approved Project Brief, as submitted to OES
3. FY2020 Community Power Resiliency Allocation letter from the Governor's Office of Emergency Services, dated October 2, 2020

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ITEM 4.10

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

ITEM: **APPROVE FISCAL YEAR 2021-22 PROJECT LIST ASSOCIATED WITH SENATE BILL 1**

RECOMMENDATION: **Adopt Resolution Approving a List of Projects for Fiscal Year 2021-22 Funded By Senate Bill 1, the Road Repair and Accountability Act of 2017**

SUMMARY:

Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017, was passed by the California Legislature and signed into law by the Governor in April 2017 in order to address the significant transportation funding shortfalls statewide. The State Controller provides funds into the Road Maintenance and Rehabilitation Account which a percentage of these funds are to be apportioned to eligible cities and counties pursuant to Streets and Highways Code (SHC) Section 2032(h) intended for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system.

Current funding estimates show the City of Lathrop's apportionments at \$445,000 for Fiscal Year (FY) 2021-22. In order to be eligible for the funding, cities must approve an annual project list by resolution. The proposed SB 1 project list for FY 2021-22 includes repairing, rehabilitating and maintaining the existing pavement at citywide locations, including but not limited to:

- Stonebridge Ln from Harlan Rd to Slate St
- J St from Harlan Rd to 5th St
- Thomsen Rd from Harlan Rd to 5th St

Staff is requesting that City Council approve the proposed project list for local streets and roads funding associated with SB 1, the Road Repair and Accountability Act of 2017.

BACKGROUND:

Over the next 10 years, California faces a \$59 billion shortfall to adequately maintain the existing state highway system. Within a similar time frame, cities and counties face a \$78 billion shortfall to properly maintain the existing network of local streets and roads. In response to these roadway infrastructure needs, on April 28, 2017, the Governor signed SB 1 which is known as the Road Repair and Accountability Act of 2017.

**CITY MANAGER'S REPORT
APRIL 12, 2021 CITY COUNCIL REGULAR MEETING
PROPOSED PROJECT LIST ASSOCIATED WITH SENATE BILL 1**

Beginning November 1, 2017, new funding from SB 1 will be deposited into the newly created Road Maintenance and Rehabilitation Account (RMRA). A percentage of this new RMRA funding is apportioned by formula to eligible cities and counties for basic road maintenance, rehabilitation and critical safety projects on the local streets and roads system.

SB 1 was approved with an emphasis on accountability and transparency. As a result, the program guidelines require that local agencies formally adopt a proposed project list for the RMRA funds. While a project list must be submitted in order to receive funds, the project list can be changed to adapt to local needs.

The proposed SB 1 project list for FY 2021-22 includes repairing, rehabilitating and maintaining the existing pavement at citywide locations. Specific project details are listed below and included in Attachment B.

Project Description

The project may use slurry seal treatment which is the application of a mixture of water, asphalt emulsion, aggregate (very small crushed rock) and additives to an existing asphalt pavement surface. Benefits of slurry seal include sealing of cracks, restoring lost flexibility to the pavement surface, reduction in construction time and potential cost savings.

Project Locations

- Stonebridge Ln from Harlan Rd to Slate St
- J St from Harlan Rd to 5th St
- Thomsen Rd from Harlan Rd to 5th St

Proposed Schedule

Spring 2021: Street Assessment / Prioritization
Summer 2021: Bid / Award Project. Begin Construction
Fall 2021: Complete and accept the improvements

Estimated Useful Life

Slurry Seal can extend the life of pavement surface 8 to 10 years.

REASON FOR RECOMMENDATION:

The California Transportation Commission issued annual reporting guidelines for the RMRA funding. Prior to receiving this funding, local agencies must formally adopt an annual proposed project list. Approval of this project list will allow the City to receive its allocated funding.

FISCAL IMPACT:

No fiscal impact is anticipated.

**CITY MANAGER'S REPORT
APRIL 12, 2021 CITY COUNCIL REGULAR MEETING
PROPOSED PROJECT LIST ASSOCIATED WITH SENATE BILL 1**


PAGE 3

ATTACHMENTS:

- A. Resolution Approving a List of Projects for Fiscal Year 2021-22 Funded By Senate Bill 1, the Road Repair and Accountability Act of 2017
- B. Project Locations Map


**CITY MANAGER'S REPORT
APRIL 12, 2021 CITY COUNCIL REGULAR MEETING
PROPOSED PROJECT LIST ASSOCIATED WITH SENATE BILL 1**

APPROVALS:



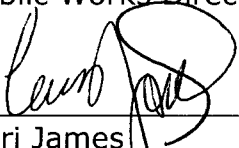
Angel Abarca
Assistant Engineer

3/30/21
Date




Michael King
Public Works Director

3/31/21
Date




Cari James
Finance & Administrative
Services Director

4/1/2021
Date



Salvador Navarrete
City Attorney

3-31-2021
Date



Stephen J. Salvatore
City Manager

4.6.21
Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A LIST OF PROJECTS FOR FISCAL YEAR 2021-22 FUNDED BY SENATE BILL 1, THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017, was passed by the California Legislature and signed into law by the Governor in April 2017 in order to address the significant transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that ensure the residents of the City of Lathrop are aware of the projects proposed for funding and projects that have been completed each fiscal year; and

WHEREAS, the City of Lathrop must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA) created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, current funding estimates show the City of Lathrop's apportionments at \$445,000 for FY 2021-22; and

WHEREAS, the proposed SB 1 project list for FY 2021-22 includes repairing, rehabilitating and maintaining the existing pavement at citywide locations, including but not limited to:

- Stonebridge Ln from Harlan Rd to Slate St
- J St from Harlan Rd to 5th St
- Thomsen Rd from Harlan Rd to 5th St

WHEREAS, the project may use slurry seal pavement treatment; which has a useful lifespan of approximately 8-10 years; and

WHEREAS, the City of Lathrop anticipates commencement of construction of the pavement maintenance project in the Summer of 2021 and acceptance of the improvements by City Council by Fall 2021; and

WHEREAS, this is the fifth year in which the City of Lathrop is receiving SB 1 funding which can be utilized for essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for the traveling public.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve the proposed project list for local streets and roads funding associated with Senate Bill 1, the Road Repair and Accountability Act of 2017.

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

AYES:

NOES:

ABSTAIN:

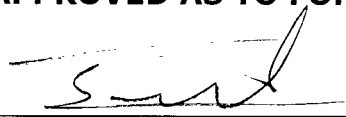
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



PROJECT LOCATIONS MAP

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ITEM 4.11

CITY MANAGER REPORT APRIL 12, 2021 CITY COUNCIL REGULAR MEETING

ITEM: APPROVE RECOMMENDATION TO CHANGE "ATHENA STREET" TO "TROLLEY STREET"

RECOMMENDATION: Adopt a Resolution Approving Street Name Modification to Change "Athena Street" to "Trolley Street" Located at Tract 3810 in Stanford Crossing.

SUMMARY:

Staff is requesting to rename "Athena Street" to "Trolley Street" located in Neighborhood 2A, Tract 3789 of Stanford Crossing. The purpose of this effort is to improve navigation and prevent confusion with motorists, delivery services, and emergency responders.

Staff requests the City Council adopt a Resolution approving the proposed street name change as shown in the attached exhibit.

BACKGROUND:

On December 9, 2019, the City Council approved the Final Map and Subdivision Improvement Agreement for Tracts 3808, 3809, 3810, 3811, and 3812 located within the Stanford Crossing Phase 1A of the Central Lathrop Specific Plan (CLSP). This action paved the way for the development of the first 418 single-family residential lots in CLSP. There are currently 4 merchant homebuilders in Phase 1A and approximately 220 residential permits have been issued as of March 1, 2021.

As part of the City's permitting process, staff became aware of a duplicate street name involving Neighborhood 2A (Tract 3810). Staff identified that the street name "Athena Street" already exists in another part of town. In order to rectify the duplication, staff provided the residential builder of the affected lots (D.R. Horton), the opportunity to select the replacement and they chose "Trolley", which aligns with the railroad theme of the neighborhood. The homes along the affected street are under construction so no existing residents are affected by the name change.

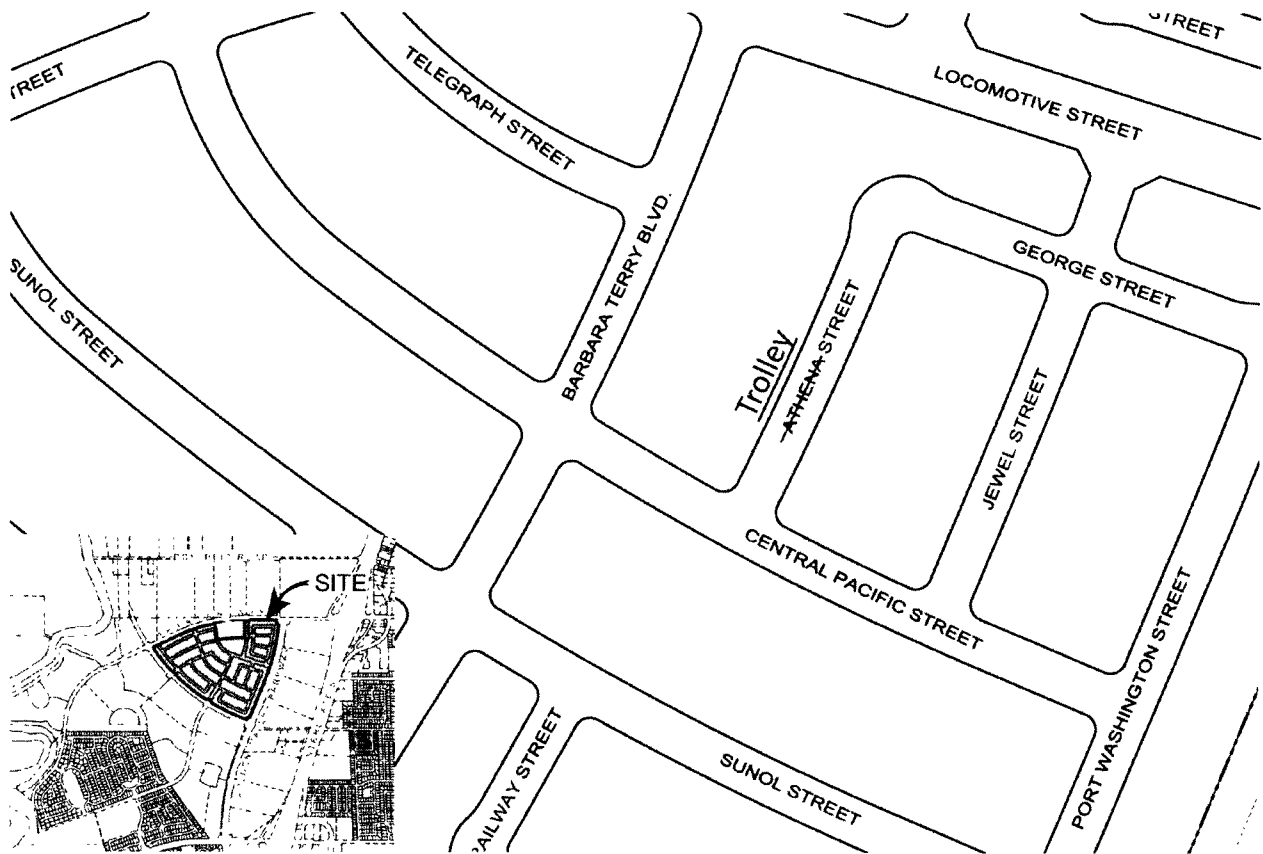
The proposed street name change will improve navigation and prevent confusion with motorists, delivery services, and emergency responders.

ANALYSIS:

Notification letters were sent out on March 19, 2021 to affected property owners, various utility companies, school district, county agencies and postal service. In addition, emergency personnel (San Joaquin Sheriff's Office and Lathrop Manteca Fire Department) have reviewed and approved the proposed street name.

**CITY MANAGER'S REPORT
APRIL 12, 2021 CITY COUNCIL REGULAR MEETING
STREET NAME CHANGE**

The exhibit below illustrates the proposed street name modification:



RECOMMENDATION:

Staff recommends the City Council adopt a Resolution approving the proposed street name change from "Athena Street" to "Trolley Street" as shown in the attached exhibit.

FISCAL IMPACT:

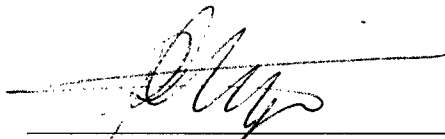
The cost of replacing two street name signs will be funded by the City.

ATTACHMENTS:

1. Resolution Approving the Proposed Street Name Changes
2. Street Name Exhibit

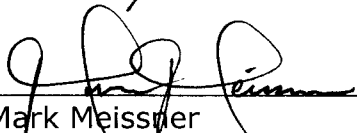
**CITY MANAGER'S REPORT
APRIL 12, 2021 CITY COUNCIL REGULAR MEETING
STREET NAME CHANGE**

APPROVALS



Rick Caguiat
Principal Planner

3/22/2021
Date



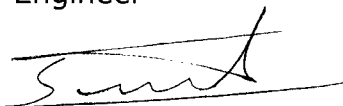
Mark Meissner
Community Development Director

3/23/2021
Date



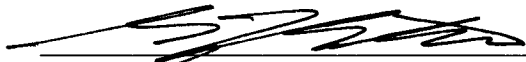
Glenn Gebhardt
City Engineer

3/23/2021
Date



Salvador Navarrete
City Attorney

3.24.2021
Date



Stephen J. Salvatore
City Manager

3-30-21
Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING STREET NAME MODIFICATION TO CHANGE "ATHENA STREET" TO "TROLLEY STREET"

WHEREAS, the proposed street name modification was initiated by staff to improve navigation and prevent confusion with motorists, delivery services, and emergency responders due to a street name duplication; and

WHEREAS, the San Joaquin County Sheriff's Office and the Lathrop Manteca Fire Department have reviewed and approved the proposed street name change; and

WHEREAS, the street name modification is located in Neighborhood 2A, Tract 3810, of the Stanford Crossing subdivision in Central Lathrop; and

WHEREAS, the street name of "Athena Street" will be replaced with "Trolley Street" as shown in Attachment 2 of the Staff Report; and

WHEREAS, notification letters were sent out on March 19, 2021, to all property owners affected by the proposed street name change and various utility companies, school district, county agencies and the postal service.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby approve the street name change as shown in Attachment 2 of the Staff Report for this resolution, incorporated by reference herein.

PASSED AND ADOPTED by the City Council of the City of Lathrop at a regular meeting on the 12th of April, 2021 by the following vote:

AYES:

NOES:

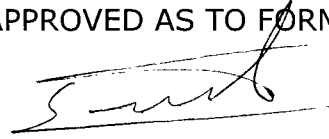
ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

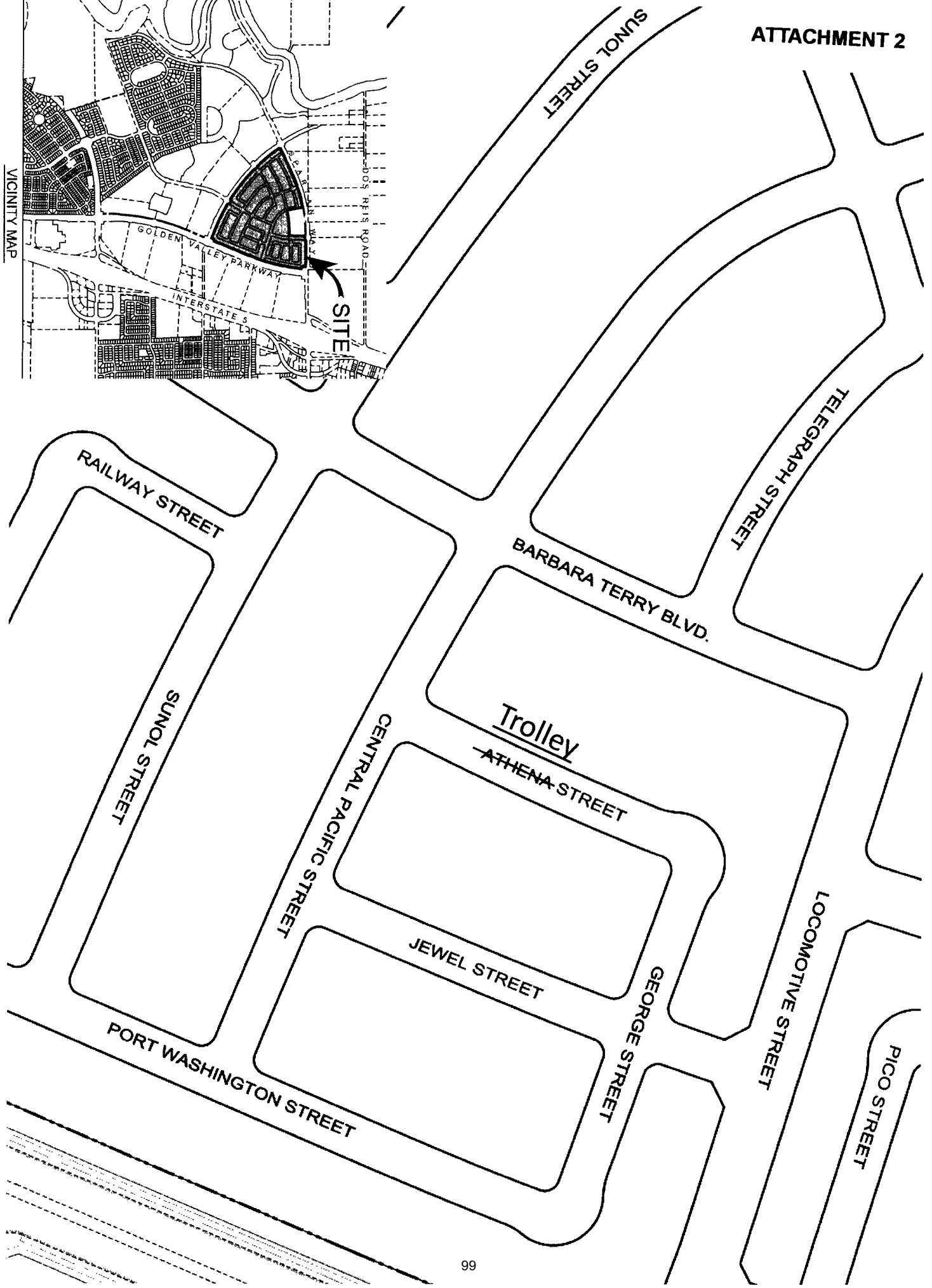
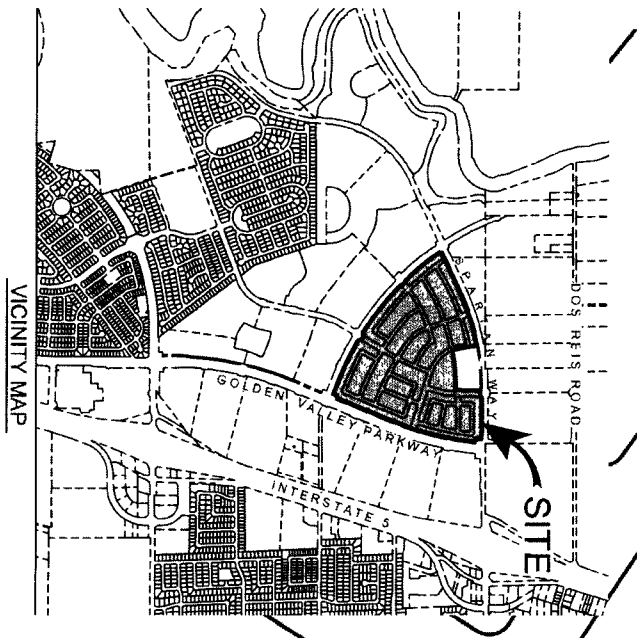
ATTEST:

APPROVED AS TO FORM:



Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney



ITEM 4.12

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

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

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

SUMMARY:

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

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

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

BACKGROUND:

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

CITY MANAGER'S REPORT **PAGE 2**
APRIL 12, 2021 CITY COUNCIL REGULAR MEETING
APPROVE PROFESSIONAL SERVICES AGREEMENT WITH DOKKEN
ENGINEERING FOR THE MANTHEY ROAD BRIDGE REPLACEMENT PROJECT
CIP PS 12-04

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

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

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

REASON FOR RECOMMENDATION:

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

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

FISCAL IMPACT:

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

CITY MANAGER'S REPORT **PAGE 3**
APRIL 12, 2021 CITY COUNCIL REGULAR MEETING
APPROVE PROFESSIONAL SERVICES AGREEMENT WITH DOKKEN
ENGINEERING FOR THE MANTHEY ROAD BRIDGE REPLACEMENT PROJECT
CIP PS 12-04


ATTACHMENTS:

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

- B. Professional Services Agreement with Dokken Engineering for the Manthey Road Bridge Replacement Project CIP PS 12-04

CITY MANAGER'S REPORT
APRIL 12, 2021 CITY COUNCIL REGULAR MEETING
APPROVE PROFESSIONAL SERVICES AGREEMENT WITH DOKKEN
ENGINEERING FOR THE MANTHEY ROAD BRIDGE REPLACEMENT PROJECT
CIP PS 12-04

APPROVALS:



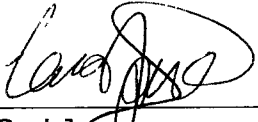
Angel Abarca
Assistant Engineer

3/30/21
Date



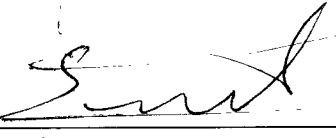
Michael King
Public Works Director

3/31/2021
Date



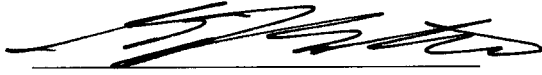
Cari James
Director of Finance

4/1/2021
Date



Salvador Navarrete
City Attorney

4-1-2021
Date



Stephen J. Salvatore
City Manager

4.6.21
Date

RESOLUTION NO. 21-

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

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

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

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

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

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

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

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

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

AYES:

NOES:

ABSENT:

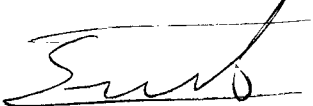
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

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

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

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

RECITALS:

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

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

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

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

AGREEMENT

(1) Scope of Services.

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

(2) Compensation.

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

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
DOKKEN ENGINEERING

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

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

(3) Effective Date and Term

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

(4) Independent Contractor Status.

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

(5) Subcontracting

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

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

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
DOKKEN ENGINEERING

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

(f) Retention of Funds

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

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

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

(7) **Assignment of Personnel.**

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

(8) **Assignment and Subcontracting.**

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

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
DOKKEN ENGINEERING

(9) **Insurance.**

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

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

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

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

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
DOKKEN ENGINEERING

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

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
DOKKEN ENGINEERING

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

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

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

(10) Indemnifications – CONSULTANT'S Responsibility.

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

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

(11) Licenses.

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

(12) Business Licenses.

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

(13) Termination.

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

(14) Funding.

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

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

(15) Notices.

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

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

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

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

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

(16) Disadvantaged Business Enterprise (DBE) Participation.

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

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

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

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

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

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

Under 49 CFR 26.13(b):

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

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

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

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

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

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

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

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(xi) The CITY determines other documented good cause.

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

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

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

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

(f) **Commitment and Utilization**

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

The CITY shall request CONSULTANT to:

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

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

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

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

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

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

(17) Cost Principles and Administrative Requirements.

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

(18) Retention of Records/Audit.

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

(19) Disputes.

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

(20) Audit Review Procedures.

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

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

Accepted rates will be as follows:

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

(21) Equipment Purchases.

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

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

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

(22) Safety.

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

(23) Ownership of Data.

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

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

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

(24) Confidentiality of Data.

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

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

(25) National Labor Relations Board Certification.

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

(26) Evaluation of Consultant.

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

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

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

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

(28) Debarment and Suspension Certification.

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

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

(29) State Prevailing Wage Rates.

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

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

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

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

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

(30) Conflict of Interest.

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

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

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

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

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

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

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

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

(33) Claims made by CITY's Construction Contractor

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

(34) Retention of Funds

- (a) None

(35) Miscellany

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

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

(36) Notice to Proceed

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

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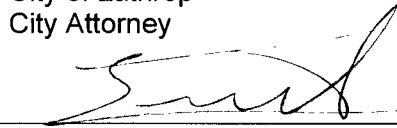
(37) **Signatures**

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

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

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

4-1-2021

Date

Recommended for Approval:

City of Lathrop
Director of Public Works

Michael King

Date

Accepted by:

Resolution # _____

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 9330

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

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

Fed EIN #68-0099664
Business License #20694

Matthew Griggs
Vice President

Date



EXHIBIT A: SCOPE OF WORK

Manthey Road Bridge Replacement (PS 12-04)

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EXHIBIT A: SCOPE OF WORK

Manthey Road Bridge Replacement (PS 12-04)

The following scope of work is intended to provide all necessary engineering, right of way and permitting services to deliver ready to advertise plans, specifications and estimates for the Manthey Road Bridge Replacement Project in compliance with Caltrans' Local Assistance Procedures Manual¹.

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

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

TASK 1 | PROJECT MANAGEMENT

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

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

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

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

Task 1.1 Project Management

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

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

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

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



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

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

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

Task 1.2 Project Meetings

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

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

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

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

Task 1.3 Quality Control/Quality Assurance

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

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

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



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

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

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

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

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

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

Task 2.1 Supplemental Surveys and Update Base Plan

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

Task 2.2 Updated Right of Way Base Map

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

Task 2.3 Preliminary Title Reports

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



Task 2.4 Plat Maps and Legal Descriptions

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

Deliverables – Task 2

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

TASK 3 | ROADWAY AND DRAINAGE DESIGN

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

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

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

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

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

Task 3.2 65% Roadway and Drainage Design

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

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

The following sheets will be prepared under this task.

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



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

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

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

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

Task 3.3 90% Roadway and Drainage Design

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

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

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

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

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

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

Task 3.4 100% Roadway and Drainage Design

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



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

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

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

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

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

Deliverables – Task 3

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

TASK 4 | HYDRAULICS

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

Task 4.1 Bridge Design Hydraulic Study Report

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

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

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

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

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



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

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

Deliverables – Task 4

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

TASK 5 | STRUCTURE DESIGN

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

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

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

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

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

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

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

Task 5.1 65% Structures Design

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



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

Task 5.2 90% Structures Design and Independent Check

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

Task 5.3 100% Structures Design

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

Deliverables – Task 5

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

TASK 6 | SIGNAL AND LIGHTING DESIGN

Task 6.1 Traffic Signal Design (3 Locations)

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

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

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

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



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

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

Task 6.2 Bridge and Street Lighting Design

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

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

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

Deliverables – Task 6

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

TASK 7 | GEOTECHNICAL AND HAZARDOUS MATERIALS

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

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

Geotechnical services for the project are presented below.

Task 7.1 Test Borings and Lab Tests

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



Table 1. Proposed Soil Boring Information

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

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

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

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

Task 7.2 Permits for Borings

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

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

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

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

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

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

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

Task 7.4 Phase 2 Hazardous Materials Studies

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

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

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

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

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

During the asbestos and LCP survey, Geocon staff will:

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



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

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

Soil Sampling at Bridge Abutments and on Suspect Ag Parcel

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

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

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

TASK 8 | RIGHT OF WAY ENGINEERING, APPRAISAL AND ACQUISITION

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

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

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



Task 8.1 Right of Way Requirements Determination

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

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

Task 8.2 Appraisal Reports

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

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

Task 8.3 Appraisal Reviews

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

Task 8.4 Acquisition and Escrow Services

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

Dokken Engineering will do the following:

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



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

Provide the City with original acquisition files.

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

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

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

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



Task 8.5 Caltrans Right of Way Certification

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

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

Deliverables – Task 8

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

TASK 9 | PERMITTING AND AGREEMENTS

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

Task 9.1 401 Water Quality Certification

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

Task 9.2 US Coast Guard Permit

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



Task 9.3 Army Corps of Engineers 404 Permit/Section 10

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

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

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

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

Task 9.4 CDFW 1602 Streambed Alteration Agreement

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

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

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

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

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



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

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

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

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

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

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

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

Task 9.6 Caltrans Encroachment Permit

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

Task 9.7 State Land Commission Lease Agreement

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

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



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

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

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

TASK 10 | UTILITY COORDINATION

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

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

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

Task 10.1 Confirm and Update Utility Base Map

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

Task 10.2 Utility Conflict Letter "B" and Coordination

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



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

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

Task 10.4 Utility Package Approvals with Local Assistance

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

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

Deliverables – Task 10

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

TASK 11 | LANDSCAPE DESIGN

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

Task 11.1 65% Conceptual Landscape and Irrigation

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

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

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

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

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

Task 11.3 Final Landscape, Irrigation, Cost Estimate and Specifications

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

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



Deliverables – Task 11

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

TASK 12 | TECHNICAL SPECIAL PROVISIONS

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

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

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

Task 12.1 90% Technical Special Provisions

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

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

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

Task 12.2 100% Technical Special Provisions

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

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

Deliverables – Task 12

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



TASK 13 | ADVERTISING AND BID SUPPORT

Task 13.1 Resident Engineer's File

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

Task 13.2 Advertising Support

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

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

Deliverables – Task 14

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

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

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

END OF SCOPE OF WORK

TASK DESCRIPTION	DOKKEN ENGINEERING			WRECO			EARTH MECHANICS, INC.			UNICO ENGINEERING			ESTRADA PLANNING (LANDSCAPE DBE)			GRAND TOTAL FEE	GRAND TOTAL OTHER DIRECT COSTS	GRAND TOTAL COST
	FEE	OTHER DIRECT COST	TOTAL COST	FEE	OTHER DIRECT COST	TOTAL COST	FEE	OTHER DIRECT COST	TOTAL COST	FEE	OTHER DIRECT COST	TOTAL COST	FEE	OTHER DIRECT COST	TOTAL COST			
TASK 1 - PROJECT MANAGEMENT	10.00%			10.00%			10.00%			10.00%			10.00%					
1.1 Project Management	\$ 19,840.87	\$ -	\$ 19,840.87	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,840.87	\$ -	\$ 19,840.87
1.2 Project Meetings	\$ 7,215.05	\$ -	\$ 7,215.05	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,215.05	\$ -	\$ 7,215.05
1.3 Quality Control/Quality Assurance	\$ 7,684.72	\$ -	\$ 7,684.72	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,684.72	\$ -	\$ 7,684.72
	\$ 4,941.09	\$ -	\$ 4,941.09	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,941.09	\$ -	\$ 4,941.09
TASK 2 - SURVEYING, BASE PLAN, PLAT MAPS & LEGAL DESCRIPTIONS	\$ 1,028.07	\$ 9,000.00	\$ 10,028.07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,028.07	\$ 9,000.00	\$ 19,028.07
2.1 Supplemental Surveying and Updated Base Plan	\$ 589.74	\$ -	\$ 589.74	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 589.74	\$ -	\$ 589.74
2.2 Updated Right of Way Base Map	\$ 175.33	\$ -	\$ 175.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175.33	\$ -	\$ 175.33
2.3 Preliminary Title Reports	\$ 87.66	\$ 9,000.00	\$ 9,087.66	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 87.66	\$ 9,000.00	\$ 9,087.66
2.4 Plat Maps and Legal Descriptions	\$ 175.33	\$ -	\$ 175.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175.33	\$ -	\$ 175.33
TASK 3 - ROADWAY & DRAINAGE DESIGN	\$ 51,144.53	\$ -	\$ 51,144.53	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51,144.53	\$ -	\$ 51,144.53
3.1 Review 35% Roadway Design & 4 Lane Ultimate GVP	\$ 2,810.58	\$ -	\$ 2,810.58	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,810.58	\$ -	\$ 2,810.58
3.2 65% Roadway & Drainage Design	\$ 24,501.43	\$ -	\$ 24,501.43	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,501.43	\$ -	\$ 24,501.43
3.3 90% Roadway and Drainage Design	\$ 14,431.17	\$ -	\$ 14,431.17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,431.17	\$ -	\$ 14,431.17
3.4 100% Roadway and Drainage Design	\$ 9,401.35	\$ -	\$ 9,401.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,401.35	\$ -	\$ 9,401.35
TASK 4 - HYDRAULICS	\$ 446.29	\$ -	\$ 446.29	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 446.29	\$ -	\$ 446.29
4.1 Bridge Design Hydraulic Report	\$ 446.29	\$ -	\$ 446.29	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 446.29	\$ -	\$ 446.29
TASK 5 - STRUCTURE DESIGN	\$ 43,495.41	\$ -	\$ 43,495.41	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 43,495.41	\$ -	\$ 43,495.41
5.1 65% Structures Design	\$ 24,742.64	\$ -	\$ 24,742.64	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,742.64	\$ -	\$ 24,742.64
5.2 90% Structures Design & Independent Check	\$ 13,776.61	\$ -	\$ 13,776.61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,776.61	\$ -	\$ 13,776.61
5.3 100% Structures Design	\$ 4,976.16	\$ -	\$ 4,976.16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,976.16	\$ -	\$ 4,976.16
TASK 6 - SIGNAL AND LIGHTING DESIGN	\$ 5,051.60	\$ -	\$ 5,051.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,051.60	\$ -	\$ 5,051.60
6.1 Traffic Signal Design (3 locations)	\$ 2,886.89	\$ -	\$ 2,886.89	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,886.89	\$ -	\$ 2,886.89
6.2 Bridge and Street Lighting Design	\$ 2,184.71	\$ -	\$ 2,184.71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,184.71	\$ -	\$ 2,184.71
TASK 7 - GEOTECHNICAL AND HAZARDOUS MATERIALS	\$ 4,288.39	\$ 12,715.00	\$ 17,003.39	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,003.39	\$ 12,715.00	\$ 29,718.39
7.1 Test Borings & Lab Tests	\$ 147.70	\$ -	\$ 147.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 147.70	\$ -	\$ 147.70
7.2 Permits for Borings	\$ 1,841.22	\$ -	\$ 1,841.22	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,841.22	\$ -	\$ 1,841.22
7.3 Draft and Final Foundation Reports (w/ roadway)	\$ 2,141.14	\$ -	\$ 2,141.14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,141.14	\$ -	\$ 2,141.14
7.4 Phase 2 Hazardous Materials Studies	\$ 158.33	\$ 12,715.00	\$ 12,873.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 158.33	\$ 12,715.00	\$ 12,873.33
TASK 8 - RIGHT OF WAY ENGINEERING, APPRAISAL AND ACQUISITION	\$ 8,969.41	\$ 19,600.00	\$ 28,569.41	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,569.41	\$ 19,600.00	\$ 48,169.41
8.1 ROW Requirements Determination	\$ 1,067.91	\$ -	\$ 1,067.91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,067.91	\$ -	\$ 1,067.91
8.2 Appraisal Reports (6)	\$ 310.54	\$ 14,500.00	\$ 14,810.54	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 310.54	\$ 14,500.00	\$ 14,810.54
8.3 Appraisal Reviews (6)	\$ 272.29	\$ 5,100.00	\$ 5,372.29	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 272.29	\$ 5,100.00	\$ 5,372.29
8.4 Acquisition and Easement Services	\$ 6,354.35	\$ -	\$ 6,354.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,354.35	\$ -	\$ 6,354.35
8.5 Caltrans Right of Way Certification	\$ 964.31	\$ -	\$ 964.31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 964.31	\$ -	\$ 964.31
TASK 9 - PERMITTING AND AGREEMENTS	\$ 10,976.92	\$ -	\$ 10,976.92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,976.92	\$ -	\$ 10,976.92
9.1 401 Water Quality Certification	\$ 1,199.41	\$ -	\$ 1,199.41	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,199.41	\$ -	\$ 1,199.41
9.2 US Coast Guard Permit	\$ 1,417.51	\$ -	\$ 1,417.51	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,417.51	\$ -	\$ 1,417.51
9.3 ACDE 404 Permit/Section 10 Rivers and Harbors Act	\$ 1,208.71	\$ -	\$ 1,208.71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,208.71	\$ -	\$ 1,208.71
9.4 COPV 1602 Streambed Alteration Agreement	\$ 1,664.30	\$ -	\$ 1,664.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,664.30	\$ -	\$ 1,664.30
9.5 Central Valley Flood Protection Board Permit (Includes ACDE 408)	\$ 3,353.83	\$ -	\$ 3,353.83	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,353.83	\$ -	\$ 3,353.83
9.6 Caltrans Encroachment Permit	\$ 574.87	\$ -	\$ 574.87	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 574.87	\$ -	\$ 574.87
9.7 State Land Commission Lease Agreement	\$ 1,558.30	\$ -	\$ 1,558.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,558.30	\$ -	\$ 1,558.30
TASK 10 - UTILITY COORDINATION	\$ 4,654.72	\$ -	\$ 4,654.72	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,654.72	\$ -	\$ 4,654.72
10.1 Confirm and Update Utility Base Map	\$ 1,046.66	\$ -	\$ 1,046.66	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,046.66	\$ -	\$ 1,046.66
10.2 Utility Conflict Letter "g" & Coordination	\$ 1,180.55	\$ -	\$ 1,180.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,180.55	\$ -	\$ 1,180.55
10.3 Utility Notice to Relocate "c" Letters	\$ 1,094.48	\$ -	\$ 1,094.48	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,094.48	\$ -	\$ 1,094.48
10.4 Utility Package Approvals with Local Assistance	\$ 1,333.03	\$ -	\$ 1,333.03	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,333.03	\$ -	\$ 1,333.03
TASK 11 - LANDSCAPE DESIGN	\$ 297.79	\$ -	\$ 297.79	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 297.79	\$ -	\$ 297.79
11.1 65% Conceptual Landscape and Irrigation	\$ 158.33	\$ -	\$ 158.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 158.33	\$ -	\$ 158.33
11.2 90% Landscape & Irrigation Design	\$ 99.88	\$ -	\$ 99.88	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 99.88	\$ -	\$ 99.88
11.3 Final Landscape & Irrigation Design	\$ 39.58	\$ -	\$ 39.58	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39.58	\$ -	\$ 39.58
TASK 12 - TECHNICAL SPECIAL PROVISIONS	\$ 3,739.29	\$ -	\$ 3,739.29	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,739.29	\$ -	\$ 3,739.29
12.1 100% Technical Special Provisions	\$ 2,695.82	\$ -	\$ 2,695.82	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,695.82	\$ -	\$ 2,695.82
12.2 100% Technical Special Provisions	\$ 1,043.47	\$ -	\$ 1,043.47	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,043.47	\$ -	\$ 1,043.47
TASK 13 - ADVERTISING AND BID SUPPORT	\$ 2,099.70	\$ 76.34	\$ 2,176.04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,176.04	\$ 76.34	\$ 2,252.38
13.1 Resident Engineer's File	\$ 1,063.66	\$ 76.34	\$ 1,140.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,063.66	\$ 76.34	\$ 1,140.00
13.2 Advertising Support	\$ 1,036.04	\$ -	\$ 1,036.04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,036.04	\$ -	\$ 1,036.04
TASK 14 - CONSTRUCTION SUPPORT (By Amendment in CON Phase)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL BASE COST	\$ 156,032.98	\$ 41,391.34	\$ 197,424.32	\$ 2,648.23	\$ 600.00	\$ 29,740.53	\$ 18,960.02	\$ 134,311.00										

ITEM: APPROVE MASTER CONSULTING SERVICES AGREEMENT AND TASK ORDER NO. 1 WITH MUNICIPAL RESOURCE GROUP, LLC FOR PROFESSIONAL CONSULTING SERVICES RELATED TO GG 21-11, CREATION OF THE NEW LATHROP POLICE DEPARTMENT & TRANSITION PROJECT

RECOMMENDATION: Adopt Resolution Approving a Master Consulting Services Agreement and Task Order No. 1 with Municipal Resource Group, LLC to Begin the Creation and Transition of the New City of Lathrop Police Department

SUMMARY:

Municipal Resource Group, LLC (MRG), has assisted the City in various departments for specialty projects over the past several years. The specialized project assistance that MRG provides helps control staffing costs and increases productivity as we only use the services to augment our staff as needed. MRG has provided a high level of quality services for City projects such as, staff training, police services analysis, assistance with special tax audits, project management for Measure C, financial analysis for Well 21 and key operation/organization enhancements to the Human Resources Division.

The City of Lathrop has contracted police services with the San Joaquin County Sheriff's Office (SJCOS) since 1990. Most recently, Lathrop executed a five-year contract with the SJCOS on April 17, 2017, that expires on June 30, 2022. In recent years, the cost of the SJCOS police services has increased annually with the current year's budget rising to over \$ 9 million for 28 sworn officers. The cost increases are mainly due to the unusually high pension cost paid for each officer and the ever-increasing officer startup costs.

At the March 22, 2021, Special City Council Meeting, Council directed staff to create Capital Improvement Project GG 21-11, to begin the creation of the new Lathrop Police Department, and implement the transition of law enforcement services from the San Joaquin County Sheriff to the City.

Tonight, staff is requesting Council approval of a Master Consulting Services Agreement and Task Order No. 1 with Municipal Resource Group, LLC, to begin development of a service program and transition plan to provide law enforcement services to the City of Lathrop. MRG has submitted a proposal for Task Order No. 1 in the amount of \$49,850, to update initial data presented and prepare a detailed implementation plan. The proposal details are depicted on the following page.

PROPOSAL ACTIVITIES

Task Order No. 1—Update Initial Data and Prepare a Detailed Initial Implementation Plan

- I. Data Update / Resource Review
 - a. Review prior MRG law enforcement materials (budgets, plans, reports)
 - b. Reconfirm with recruitment firm—work scope, costs, availability
 - c. Contact other agencies regarding interest/capacity to provide dispatch services
 - i. Prepare initial feasibility and cost estimates for dispatch services
 - d. Contact State and Federal agencies regarding training facilities capacities, licensing and registration requirements for a new law enforcement agency
 - e. Determine potentially required service agreements with other law enforcement agencies for support activities including SWAT, evidence storage and retention, vehicle maintenance, etc.
 - f. Review with City staff the proposed staffing plan, staff assignments, and departmental organizational structure.
- II. Prepare detailed initial implementation plan and budget for law enforcement services (including City Council updates, target start date, community engagement)
- III. Communication
 - a. Prepare for and conduct regular updates and briefings with City staff.
 - b. Prepare for and participate in City Council law enforcement subcommittee meetings
 - c. Prepare for and participate in City Council meetings

BACKGROUND:

Since the City's incorporation, the SJCSO has provided comprehensive law enforcement services including traffic enforcement and crime prevention programs. Most recently, Lathrop executed a five-year contract with the SJCSO on April 17, 2017, that expires on June 30, 2022. For 31 years, the SJCSO has implemented a community-based policing model that has very successfully engaged the community and administered programs geared toward reducing crime while meeting the goals of City Council. The community is grateful to all the hardworking law enforcement men and women that have served Lathrop over the years making the community a safe place to live, work and raise their families.

In recent years, the cost of the SJCSO police services has increased annually with the current year's budget rising to over \$9M for 28 sworn officers. The cost increases are mainly due to the unusually high pension cost paid for each officer and the ever-increasing officer startup costs.

In the past, Council has directed police services reviews including possible modifications of the San Joaquin County's contract, contracting with other public agencies for law enforcement services, review of pending development impacts on current law enforcement activities and the feasibility of creating our own Department. Those studies have laid the groundwork from which we will launch the formation of a new City of Lathrop Police Department.

City Council and staff have been working diligently for the past decade or so on achieving financial stability. Since 2010, Council has made difficult fiscal decisions and held the line on staffing requests to set Lathrop up for the success it has reached today. Council has routinely set aside funds for unforeseeable events that prepared the City to effectively endure difficult conditions without affecting its structure and core services.

During the March 22, 2021, Special City Council Meeting, Council decided that now is the ideal time for Lathrop to transition to a city police department and directed staff to create Capital Improvement Project GG 21-11, to begin the creation of the new Lathrop Police Department, and implement the transition of law enforcement services from the San Joaquin County Sheriff to the City.

Tonight, staff is requesting Council approval of a Master Consulting Services Agreement and Task Order No. 1 with Municipal Resource Group, LLC, to begin develop a service program and transition plan to provide law enforcement services to the City of Lathrop.

REASON FOR RECOMMENDATION:

MRG is a full service consulting firm dedicated to assisting its public sector clients in attaining their policy, management and service delivery goals. MRG was founded by skilled and broadly experienced municipal professionals with hands-on experience working as municipal managers and consultants, providing essential services, insights and support to local governments and private sector clients. MRG has been providing services to the City of Lathrop since 2003 in a variety of specialty areas including: development finance and funding issues; specialty taxing and tax related elections assistance; construction project funding and financing; human resources training and processing; and law enforcement operations development. Their consultants have included professionals who have served in the public sector as City Managers, Police Chiefs, Human Resources Managers, and Finance Directors.

FISCAL IMPACT:

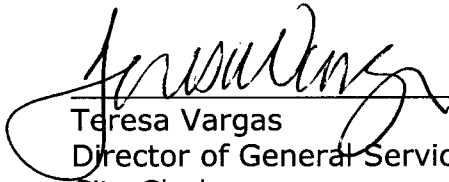
During the March 22, 2021 Special Meeting, the City Council approved the project budget for CIP GG 21-11, to begin the creation of the new Lathrop Police Department, and implement the transition of law enforcement services from the San Joaquin County Sheriff to the City.

Tonight's requested approval authorizes the City Manager to execute a Master Consulting Services Agreement and Task Order No. 1 with Municipal Resource Group, LLC, to begin develop a service program and transition plan to provide law enforcement services to the City of Lathrop, in the amount of \$49,850.

ATTACHMENTS:

- A. Resolution Approving a Master Consulting Services Agreement and Task Order No. 1 with Municipal Resource Group, LLC to Begin the Creation and Transition of the New City of Lathrop Police Department
- B. Master Agreement and Task Order No. 1 Municipal Resource Group, LLC
- C. Municipal Resource Group, LLC Proposal

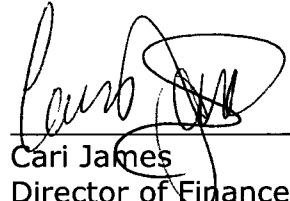
APPROVALS:



Teresa Vargas
Director of General Services &
City Clerk

4/6/21


Date



Cari James
Director of Finance &
Administrative Services

4/6/2021

Date



Salvador Navarrete
City Attorney

4.6.2021

Date



Stephen J Salvatore
City Manager

4.6.21

Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A MASTER CONSULTING AGREEMENT AND TASK ORDER NO. 1 WITH MUNICIPAL RESOURCE GROUP, LLC, TO BEGIN THE CREATION AND TRANSITION OF THE NEW CITY OF LATHROP POLICE DEPARTMENT

WHEREAS, Municipal Resource Group, LLC (MRG), has assisted the City in various departments for special projects over the past several years; and

WHEREAS, the specialized project assistance that MRG provides helps control staffing costs and increases productivity as we only use the services to augment our staff as needed. MRG has provided a high level of quality services for City projects such as, staff training, police services analysis, assistance with special tax audits, project management for Measure C, financial analysis for Well 21 and key operation/organization enhancements to the Human Resources Division; and

WHEREAS, the City of Lathrop has contracted police services with the San Joaquin County Sheriff's Office (SJCSO) since 1990; and

WHEREAS, most recently, Lathrop executed a five-year contract with the SJCSO on April 17, 2017, that expires on June 30, 2022; and

WHEREAS, in recent years, the cost of the SJCSO police services has increased annually with the current year's budget rising to over \$ 9 million for 28 sworn officers. The cost increases are mainly due to the unusually high pension cost paid for each officer and the ever-increasing officer startup costs; and

WHEREAS, during the March 22, 2021, Special City Council Meeting, Council directed staff to create Capital Improvement Project GG 21-11, to begin the creation of the new Lathrop Police Department, and implement the transition of law enforcement services from the San Joaquin County Sheriff to the City; and

WHEREAS, staff is requesting Council approval of a Master Consulting Services Agreement and Task Order No. 1 with Municipal Resource Group, LLC, to begin develop a service program and transition plan to provide law enforcement services to the City of Lathrop; and

WHEREAS, MRG has submitted a proposal for Task Order No. 1 in the amount of \$49,850, to update initial data presented and prepare a detailed implementation plan; and

WHEREAS, the City Council approved the project budget for CIP GG 21-11, to begin the creation of the new Lathrop Police Department, and implement the transition of law enforcement services from the San Joaquin County Sheriff to the City during the March 22nd Special Meeting; and

WHEREAS, tonight's requested approval authorizes the City Manager to execute a Master Consulting Services Agreement and Task Order No. 1 with Municipal Resource Group, LLC, to begin develop a service program and transition plan to provide law enforcement services to the City of Lathrop, in the amount of \$49,850.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop does hereby approve a Master Consulting Services Agreement and Task Order No. 1 with Municipal Resource Group, LLC, to begin develop a service program and transition plan to provide law enforcement services to the City of Lathrop, and allocated \$49,850 from the project budget to Task Order No. 1.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

CITY OF LATHROP MASTER CONSULTING AGREEMENT WITH MUNICIPAL RESOURCE GROUP, LLC, FOR PROFESSIONAL CONSULTING SERVICES TO ASSIST THE CITY IN DEVELOPING AND ESTABLISHING THEIR OWN LAW ENFORCEMENT DEPARTMENT

THIS AGREEMENT, dated for convenience this 12 day of April, 2021, is by and between Municipal Resource Group, LLC ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to provide professional consulting services to assist the City in developing and establishing their new law enforcement department, which are required by this agreement; and

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

WHEREAS, CONSULTANT is willing to render such professional consulting services for various related specialized projects, 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 services in conformance with an approved Scope of Work provided by CONSULTANT. 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 the amount indicated in each approved Task Order, for Professional Consulting Services related to various specialized projects in assisting the City in developing and establishing their own Law Enforcement Department. 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.

In no event shall CONSULTANT be entitled to compensation for work not included in the 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.

**CITY OF LATHROP – CONSULTING SERVICES MASTER AGREEMENT
MUNICIPAL RESOURCE GROUP, LLC**

(3) Effective Date and Term

The effective date of this Agreement is April 12, 2021, and it shall terminate no later than June 30, 2023 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.

(7) Assignment of Personnel

CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONSULTANT to remove a person assigned to the work called for under this Agreement, CONSULTANT agrees to do so immediately, without requiring the City to process a reason or explanation for its request.

CITY OF LATHROP – CONSULTING SERVICES MASTER AGREEMENT
MUNICIPAL RESOURCE GROUP, LLC

(8) Assignment and Subcontracting

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

(9) Insurance

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

- (a) Workers' Compensation. CONSULTANT shall, at CONSULTANT'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars. In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.
- (b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars per occurrence, combined single limit coverage for risks 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

**CITY OF LATHROP – CONSULTING SERVICES MASTER AGREEMENT
MUNICIPAL RESOURCE GROUP, LLC**

be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

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

- (i) CITY, its officers, employees, agents, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including the insider's general supervision of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
 - (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.
 - (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
 - (iv) Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
 - (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
 - (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (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

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aggregate covering the licensed professionals' errors and omissions, as follows:

- (i) Any deductible or self-insured retention shall not exceed \$150,000 per claim.
- (ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
- (iii) The policy must contain a cross liability or severability of interest clause.
- (iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:
 - 1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - 2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 - 3. If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The CITY shall have the right to exercise at the CONSULTANT'S cost, any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage.
 - 4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this Agreement.
- (d) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY's authorized representative may condition

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approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

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

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

(10) Indemnification - CONSULTANT'S Responsibility

As to the CONSULTANT'S work hereunder, it is understood and agreed that (a) CONSULTANT has the professional skills necessary to perform the work, (b) CITY relies upon the professional skills of CONSULTANT to perform the work in a skillful 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

**CITY OF LATHROP – CONSULTING SERVICES MASTER AGREEMENT
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CONSULTANT'S profession.

CONSULTANT shall indemnify, defend, and hold CITY, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused by the willful misconduct or negligent acts or omissions of CONSULTANT, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising out of the negligence or willful misconduct of the CITY, its officers, employees, agents, or volunteers. It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

(11) Licenses

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

(12) Business Licenses

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

(13) Termination

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

**CITY OF LATHROP – CONSULTING SERVICES MASTER AGREEMENT
MUNICIPAL RESOURCE GROUP, LLC**

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	Copy To	To Consultant
City of Lathrop City Clerk 390 Towne Centre Lathrop, CA 95330 Main: (209) 941-7230 Fax: (209) 941-7229	City of Lathrop City Manager's Office 390 Towne Centre Lathrop, CA 95330 Main: (209) 941-7220 Fax: (209) 941-7229	Municipal Resource Group, LLC Michael Oliver, President 675 Hartz Avenue, Suite 300 Danville, CA 94526 Phone: (925) 242-4306

(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

**CITY OF LATHROP – CONSULTING SERVICES MASTER AGREEMENT
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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.
- (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

**CITY OF LATHROP – CONSULTING SERVICES MASTER AGREEMENT
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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 MASTER AGREEMENT
MUNICIPAL RESOURCE GROUP, LLC**

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete 4.6-2021
Date

Accepted By:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore Date
City Manager

Attest:

Teresa Vargas Date
City Clerk

CONSULTANT:

Municipal Resource Group, LLC
Michael Oliver, President
675 Hartz Ave., Suite 300, Danville, CA 94526
Fed ID # _____
Business License # _____

Signed Date

(Print Name and Title)

**CITY OF LATHROP
TASK ORDER NO 1 PURSUANT TO
MASTER AGREEMENT FOR CONSULTING SERVICES
DATED APRIL 12, 2021**

**MUNICIPAL RESOURCE GROUP, LLC – UPDATE INITIAL DATA AND
PREPARE DETAILED IMPLEMENTATION PLAN**

THIS TASK ORDER, dated for convenience this 12 day of April 2021, is by and made and entered into by and between Municipal Resource Group, LLC (“CONSULTANT”) and the CITY OF LATHROP, a California municipal corporation (“CITY”);

RECITALS:

WHEREAS, on April 12, 2021, CONSULTANT entered into a Master Agreement (“AGREEMENT”) with the CITY, by which the CONSULTANT has agreed to provide Professional Consulting Services to Assist the City of Lathrop in Developing and Establishing their own Law Enforcement Department.

WHEREAS, at the request of CITY, CONSULTANT submitted the scope of work and fee estimate to perform specialized services related to updating initial data and preparing detailed implementation plan, and said fee estimate is attached hereto as Exhibit “A “ and incorporated herein by reference.

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

AGREEMENT

(1) **Incorporation Of Master Agreement**

This Task Order 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 and develop specialized services related to updating initial data and preparing detailed implementation plan in accordance with the scope of work and fee proposal provided in Exhibit “A”. 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 – CONSULTING SERVICES AGREEMENT
TASK ORDER NO. 1 - MUNICIPAL RESOURCE GROUP, LLC**

(3) **Time of Performance**

CONSULTANT shall commence performance and shall complete all required services by this Task Order, no later June 30, 2023.

(4) **Compensation**

CITY hereby agrees to pay CONSULTANT a sum not to exceed \$49,850 for time and material, to perform and develop specialized services related to updating initial data and preparing detailed implementation plan 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 of the Master Agreement. 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 bonds and insurance have been received. City shall not be obligated to pay CONSULTANT for any services prior to issuance of the Notice to Proceed.

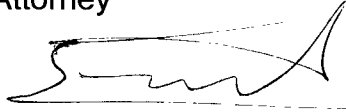
(6) **Signatures**

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 – CONSULTING SERVICES AGREEMENT
TASK ORDER NO. 1 - MUNICIPAL RESOURCE GROUP, LLC**

Approved as to Form:

City of Lathrop
City Attorney



4-6-2021

Salvador Navarrete

Date

Accepted By:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

Attest:

Teresa Vargas
City Clerk

Date

CONSULTANT:

Municipal Resource Group, LLC
Michael Oliver, President
675 Hartz Ave., Suite 300, Danville, CA 94526
Fed ID # _____
Business License # _____

Signed

Date

(Print Name and Title)

ATTACHMENT C



City of Lathrop

*Proposal to Assist the City of Lathrop
Develop a City Law Enforcement Department*



March 26, 2021

Municipal Resource Group, LLC
P.O. Box 561
Wilton, CA 94526



PROPOSAL TO ASSIST THE CITY OF LATHROP DEVELOP A CITY LAW ENFORCEMENT DEPARTMENT

MUNICIPAL RESOURCE GROUP, LLC

INTRODUCTION

The City of Lathrop has been contracting with the San Joaquin Sheriff's Office for law enforcement services since the City's incorporation. Since 2010 the City has examined a number of options for law enforcement services including modifying the existing services agreement with the County and contracting with an adjacent City for law enforcement services. The recent evaluation of contracting with the City of Tracy for law enforcement services provided a thorough examination of those costs and revealed that a number of costs for in-house service are substantially lower when conducted by a City as compared to the current County costs. These include much lower retirement, post-retirement (OPEB) and overhead costs. These reduced costs will fund significant expansion of the sworn and non-sworn Police staff as well as the attendant positions required to support an in-house Department.

The City has requested MRG provide a proposal to assist it in proceeding to establish its own in-house Law Enforcement Department. Utilizing MRG developed data from earlier work preparing cost estimates, organizational structure, staffing requirements and facilities needs, MRG has the essential data to support moving forward to establish the in-house Law Enforcement Department.

This proposal is designed to provide the City with a definitive listing of actions, activities, programs and policies and procedures required to proceed with the transition of law enforcement activities to a City conducted basis. It will also provide the City with an identified source of vendors, contractors and consultants and their estimated cost to staff, to develop resources, facilities and agreements needed to establish a City Law Enforcement Agency. The work products described below are designed as the first phase of this project. Subsequent phases will support the City's creation of its own Law Enforcement Department through its establishment and initial operation.

PROPOSAL ACTIVITIES

Task 1—Update Initial Data and Prepare a Detailed Initial Implementation Plan

I. Data Update / Resource Review

- a. Review prior MRG law enforcement materials (budgets, plans, reports)
- b. Reconfirm with recruitment firm—work scope, costs, availability



- c. Contact other agencies regarding interest/capacity to provide dispatch services
 - 1. Prepare initial feasibility and cost estimates for dispatch services
 - d. Contact State and Federal agencies regarding training facilities capacities, licensing and registration requirements for a new law enforcement agency
 - e. Determine potentially required service agreements with other law enforcement agencies for support activities including SWAT, evidence storage and retention, vehicle maintenance, etc.
 - f. Review with City staff the proposed staffing plan, staff assignments, departmental organizational structure.
- II. Prepare detailed initial implementation plan and budget for law enforcement services (including City Council updates, target start date, community engagement)
- III. Communication
- a. Prepare for and conduct regular updates and briefings with City staff.
 - b. Prepare for and participate in City Council law enforcement subcommittee meetings
 - c. Prepare for and participate in City Council meetings

PROPOSED STAFFING FOR THIS PROJECT

1. Firm Capabilities, Project Team Qualifications and Summary of Experience

Municipal Resource Group (MRG) has assembled a qualified team specifically chosen for their experience and expertise in the areas of concern to the City of Lathrop including: law enforcement, human resources and organizational management. Our team includes MRG professionals: Mike Oliver, Dan Drummond, Craig Whittom, Marcie Scott, Kim Catacutan; Merle Switzer, Mike McDougall and Chris Thorsen. We may also include some specialty expertise as needed.

2. Project Staff Background

Mike Oliver - President, Municipal Resource Group

Mike Oliver has thirty years of public agency management and private sector experience. He has served as the City Manager of the Cities of Oakley, Citrus Heights and San Leandro, with over 20 years of public management experience. He was the first City Manager of Citrus Heights and Oakley and established their first Law Enforcement Services Departments through contracts with Sacramento and Contra Costa County. He also has extensive experience in City-County law enforcement consolidation studies, cost reduction and City-City police consolidations.

Dan Drummond—Consultant, Law Enforcement



Dan Drummond has over 30 years experience in law enforcement having served as police chief for two cities—Citrus Heights and West Sacramento and was with the Sacramento County Sheriff’s Department for over 27 years. Dan began his career with the Sacramento Sheriff’s Department and pioneered the Department’s contract for service program with the City of Citrus Heights. Dan was appointed their first chief for three years before he was promoted to the position of Chief Deputy for the entire Sheriff’s Department. In that role he was responsible for all law enforcement activities including negotiating contracts for service with Elk Grove and Rancho Cordova, patrol, investigations and the County jail. In his most recent municipal position, Dan has served as the Police Chief for the City of West Sacramento for over seven years.

Craig Whittom—Consultant, Finance, Budget Development and Organizational Management

Craig Whittom has over 25 years of public sector experience in a variety of management positions. He has four years MRG consulting experience supporting a variety of public agencies. He served as a Community Development Director, and Assistant City Manager for the City of Vallejo and Redevelopment Agency Director for the City of Fremont. Craig was the key negotiator for the City of Vallejo with the Police, Fire and Non-sworn units during the Vallejo bankruptcy. Craig participated in a previous law enforcement project for the City of Lathrop.

Merle Switzer—Consultant

Marcie Scott—Consultant

Mike McDougall—Consultant

Chris Thorsen—Consultant

Kim Catacutan—Consultant

HOURLY & MILEAGE REIMBURSEMENT RATES

Hourly Rates:

Merle Switzer	\$265.00/hour
Mike Oliver	\$250.00/ hour
Dan Drummond	\$200.00/hour
Craig Whittom	\$200.00/hour
Chris Thorsen	\$200.00/hour
Marcie Scott	\$200.00/hour
Kim Catacutan	\$200.00/hour
Mike McDougall	\$200.00/hour

Mileage Reimbursement: \$.56 per mile

Based on this Proposal and Workplan the proposed budget is \$49,850.00



CONCLUSION

Municipal Resource Group appreciates the opportunity to assist the City of Lathrop with this important Project and we look forward to the opportunity to discuss this Proposal with City staff.

Mike Oliver, President
Municipal Resource Group, LLC