

JUNE 10, 2019 – 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
Martha Salcedo, Vice Mayor
Paul Akinjo
Diane Lazard
Jennifer Torres-O'Callaghan

City Staff

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

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 to be 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.



JUNE 10, 2019 – Regular Meeting Agenda – 7:00 p.m.

Addressing the Council

Any person may speak once on any item under discussion by the City Council after receiving recognition by the Mayor. Purple speaker cards will be available prior to and during the meeting. To address City Council, a card must be submitted to the City Clerk indicating name, address and number of the item upon which a person wishes to speak. When addressing the City Council, please walk to the lectern located in front of the City Council. State your name and address. In order to ensure all persons have the opportunity to speak, a time limit will be set by the Mayor for each speaker (see instructions on speaker form). In the interest of time, each speaker may only speak once on each individual agenda item; please limit your comments to new material; do not repeat what a prior speaker has said. If you challenge the nature of a proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing.

Citizen's Forum

Any person desiring to speak on a matter which is not scheduled on this agenda may do so under the Citizen's Forum section. Please submit your 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 Mayor will limit the length of your presentation (see instructions on speaker form) and each speaker may only speak once on this agenda item.

To leave a voice message for the Mayor and all Councilmembers simultaneously, dial (209) 941-7220. To send an e-mail for the Mayor and all Councilmembers simultaneously, citycouncil@ci.lathrop.ca.us

This City Council Agenda may be accessed by computer at the following Worldwide Web Address: www.ci.lathrop.ca.us LIVE STREAMING - Now available, please visit the City Council Page or use the URL www.ci.lathrop.ca.us/council/

Information

Copies of the Agenda are available in the lobby at the Lathrop City Hall, 390 Towne Centre Drive, Lathrop, on Thursday preceding a regularly scheduled City Council meeting. Supplemental documents relating to specific agenda items 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 "J" Street and River Islands Fire Department Offices. The meetings of the Lathrop City Council are broadcast on Lathrop Comcast Cable Television Channel 97.

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:

Address: City of Lathrop City Clerk
390 Towne Centre Dr.
Lathrop, CA 95330
Telephone: (209) 941-7230

Your interest in the conduct of your City's business is appreciated.

**CITY OF LATHROP
CITY COUNCIL REGULAR MEETING
MONDAY, JUNE 10, 2019,
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 6:00 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)
- 5 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 PROCLAMATION DECLARING JUNE AS DISABILITIES AWARENESS MONTH

2.2 RESOLUTION HONORING DEPUTY ARMANDO SAPATA FOR 18 YEARS OF SERVICE

- 2.3 INTRODUCTION OF NEW EMPLOYEE:
- Larry Backert, Utility and Streets Maintenance Superintendent

2.4 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 to be 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 of Ordinances and Resolutions on Agenda Unless Otherwise Requested by the Mayor or a Councilmember

4.2 APPROVAL OF MINUTES

Approve Minutes for the Regular Council Meeting of May 13, 2019

4.3 AGREEMENT FOR PUBLICATION OF LEGAL ADVERTISEMENTS

Adopt Resolution Awarding Agreement to the Manteca Bulletin for Publication of Legal Advertisements for the Period of July 1, 2019 through June 30, 2020

4.4 TRANSPORTATION DEVELOPMENT ACT CLAIM FOR FISCAL YEAR 2018-19

Adopt Resolution Authorizing Filing of a Transportation Development Act (TDA) Claim for Local Transportation Funds (LTF) for Fiscal Year 2018-19

4.5 CREATE CIP PK 19-17 SENIOR CENTER FACILITY IMPROVEMENTS

Adopt Resolution Creating Capital Improvement Project PK 19-17 Senior Center Facility Improvements, and Approve Related Budget Amendment

- 4.6 INDUSTRIAL SOLID WASTE LICENSE RENEWALS FOR FISCAL YEAR 2019-20
 Adopt Resolution Approving Annual Industrial Solid Waste License Renewals for Stockton Scavengers Association, Delta Container Corporation and Cal-Waste Recovery Systems
- 4.7 APPROVE CONSTRUCTION CONTRACT FOR PAVEMENT MAINTENANCE AND REPAIRS, PURSUANT TO CIP PS 18-01 CITYWIDE ROAD MAINTENANCE AND REPAIR PROGRAM (PHASE I)
 Adopt Resolution Approving Construction Contract with DSS Company, DBA Knife River Construction, for Pavement Maintenance and Repairs, Pursuant to CIP PS 18-01 Citywide Road Maintenance and Repair Program (Phase I)
- 4.8 MEMORANDUM OF AGREEMENT (MOA) FOR THE DEVELOPMENT OF THE SAN JOAQUIN COUNTY GROUNDWATER SUSTAINABILITY PLAN FOR THE TRACY GROUNDWATER SUB-BASIN
 Adopt Resolution Approving the City of Lathrop Groundwater Sustainability Agency to Enter into a Memorandum of Agreement for the Development of the San Joaquin County Groundwater Sustainability Plan for the Tracy Groundwater Sub-basin
- 4.9 APPROVE TASK ORDER NO. 2 WITH ASCENT ENVIRONMENTAL INC. FOR THE SURFACE WATER DISCHARGE PROJECT
 Adopt a Resolution Approving Task Order No. 2 with Ascent Environmental Inc. to Prepare the Phase 1 CEQA Documents for the Surface Water Discharge Project and Related Amendment
- 4.10 CREATE CIP RW 19-16 RECYCLED WATER PROGRAM EXPANSION AND APPROVE/RATIFY MASTER AGREEMENTS, TASK ORDERS AND AGREEMENTS WITH EKI AND WOODARD & CURRAN
 Adopt a Resolution Creating CIP RW 19-16 Recycled Water Program Expansion, Approving/Ratifying Master Agreements, Task Orders and Agreements with EKI and Woodard & Curran for Recycled Water Program Administration and Management:
- 1) Approve Master Agreements and Task Orders with EKI and Woodard & Curran for Addition of Use Area A37
 - 2) Ratify Agreements with EKI and Woodard & Curran for Addition of CLSP Urban Use Areas, Use Area A34, and with EKI for Decommissioning Use Area A23, and Portions of Use Area A28
- 4.11 APPROVE PROFESSIONAL CONSULTING SERVICES AGREEMENT FOR ASSET MANAGEMENT SERVICES WITH TERRAVERDE FOR THE CITY OF LATHROP'S SOLAR ENERGY PROJECT PHASE 1 AND PHASE 2
 Adopt Resolution Approving Professional Consulting Services Agreement with TerraVerde for Asset Management Services and Related Budget Amendment Associated with CIP GG 19-10

- 4.12 APPROVE TASK ORDER NO. 14 WITH 4LEAF, INC., FOR INTERIM CHIEF BUILDING OFFICIAL PROFESSIONAL CONSULTING SERVICES
Adopt Resolution Approving Task Order No. 14 Pursuant to Master Professional Services Consulting Agreement dated September 21, 2015, with 4Leaf, Inc., to provide Interim Chief Building Official Professional Consulting Services, and Approve Related Budget Amendment
- 4.13 APPROVE AGREEMENT WITH LATHROP GATEWAY 1, LLC, TO CONSTRUCT A SPRAYFIELD AND TRANSFER CORRESPONDING REAL PROPERTY IN EXCHANGE FOR ALLOCATION OF SEWER CAPACITY BY CITY
Adopt Resolution Approving an Agreement with Lathrop Gateway 1, LLC, to construct a Sprayfield and Transfer Corresponding Real Property in Exchange for Allocation by the City of Capacity for Treatment of Sewer and Storage and Disposal of Recycled Water

RIVER ISLANDS CONSENT ITEMS

- 4.14 ACCEPTANCE OF RIVER ISLANDS PUBLIC IMPROVEMENTS AND STREET DEDICATIONS FOR TRACTS 3825, 3826, 3827, 3828, 3829, 3830, 3831, 3832, 3834, 3840, 3862, 3864, 3873, 3874, 3875, 3892, 3893, 3894, 3895, 3903 AND 3904
Adopt Resolution Accepting Public Improvements and Street Dedications for Tracts 3825, 3826, 3827, 3828, 3829, 3830, 3831, 3832, 3834, 3840, 3862, 3864, 3873, 3874, 3875, 3892, 3893, 3894, 3895, 3903 and 3904 in the River Islands Development Area
- 4.15 APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT (SIA) FOR 36 LOTS IN TRACT 3997 VILLAGE "Y" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS
Adopt Resolution Approving Final Map for Tract 3997 Village "Y" within the Lakeside East District, Totaling 36 Single-Family Lots, Irrevocable Offer of Dedication for portion of Norbeck Street, Garden Farms Avenue, Bosch Avenue and a Subdivision Improvement Agreement with River Islands Development, LLC

5. SCHEDULED ITEMS

- 5.1 FIVE YEAR AGREEMENT EXTENSION TO THE SOLID WASTE COLLECTION AND DISPOSAL FRANCHISE AGREEMENT FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS
Adopt Resolution Approving a Five (5) Year Agreement Extension, Amendment No. 3, to the Franchise Agreement for Residential and Commercial Customers, Between City of Lathrop and Lathrop Sunrise Sanitation Corporation (Formerly Allied Waste Corporation, and dba Republic Services), Authorize Consumer Price Index (CPI) Rate Adjustment for Fiscal Year 2019-20, and Approve Recycling Fee Adjustment

- 5.2 TRAFFIC CALMING REQUESTS ASSOCIATED WITH CIP PS 18-02
Council to Consider Adopting a Resolution for Traffic Calming Measures on Manthey Road at Sadler Oak and Cambridge Drive, between Lathrop Road and J Street, Related to CIP PS 18-02

6. COUNCIL COMMUNICATIONS

- 6.1 COUNCILMEMBER TORRES-O'CALLAGHAN REFERRAL: Discuss the Installation of a Lighted Crosswalk at Lathrop High School
- 6.2 MAYOR DHALIWAL REFERRAL: Appointment of Two (2) Members to the Planning Commission with Terms Expiring June 30, 2023
- Five (5) Applications for Consideration
- 6.3 MAYOR DHALIWAL REFERRAL: Appointment of Two (2) Members to the Parks & Recreation Commission with Terms Expiring June 30, 2022
- Four (4) Applications for Consideration
- 6.4 MAYOR DHALIWAL REFERRAL: Appointment of One (1) Member to the Senior Advisory Commission with Terms Expiring June 30, 2022
- One (1) Applications for Consideration
- 6.5 MAYOR DHALIWAL REFERRAL: Appointment of Nine (9) Members, to the Youth Advisory Commission with Terms Expiring May 31, 2020;
- Nine (9) Applications for Consideration
- 6.6 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)
- *Central Valley Executive Committee/LOCC (Akinjo/Salcedo)*
 - *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)*
- 6.7 MAYOR & COUNCILMEMBER COMMENT(S)

7. ADJOURNMENT


Teresa Vargas, CMC, City Clerk

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1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

Lieutenant Biedermann announced May as National Bicycle Safety Month. As part of the California Office of Traffic Safety (OTS) Grant, Lathrop Police Services would be providing special enforcement and education related to bicycle safety, traffic violations, and proper equipment use.

1.7 INFORMATIONAL ITEM(S) - None

1.8 DECLARATION OF CONFLICT(S) OF INTEREST –

Councilmember Lazard declared a conflict of interest with Items 4.20, 4.21 and 4.22, due to her employment with Dell’Osso Family Farms. City Attorney Salvador Navarrete announced that Councilmember Lazard would step down during the vote of said items.

2. PRESENTATIONS

2.1 RECOGNITION OF OUTGOING POLICE CHIEF JAMES HOOD

Vice Mayor Salcedo, accompanied by the City Council, presented an honorary resolution in recognition of outgoing and retired Lathrop Police Chief James Hood recognizing his 29 years of law enforcement service; of which the last 9 years were served in the City of Lathrop. Jason Laughlin, Field Representative for Assembly Member Heath Flora, also provided a Certificate of Recognition expressing appreciation to outgoing Chief Hood’s years of service. Mr. Hood expressed appreciation and gratitude to past and current Councilmembers, staff and the Lathrop community.

2.2 INTRODUCTION OF NEW EMPLOYEE:

- Rosemary Martinez, Administrative Assistant

Assistant Public Works Director Michael King introduced Public Works Administrative Assistant Rosemary Martinez. Councilmembers welcomed Ms. Martinez.

2.3 MAYOR’S COMMITTEE REPORT(S)

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

- *Art Committee featured Artist*
Announced art display in Council Chamber by John Lenhart, paintings to be displayed through July 2019.
- *Mayor’s Art Show Reception*
Reported event held May 10, 2019; over 130 art entries and 120 attendees.

- *Mother's Day Luncheon*
Reported event held May 10, 2019; sponsored by the Senior Advisory Commission; sold out event; over 60 attendees.
- *Lathrop Senior Day at the Stockton Ports*
Announced event scheduled for May 16, 2019. Tickets available at the Lathrop Community Center and Senior Center.
- *Community Garage Sale & Behind the Fire Breakfast*
Announced event scheduled for May 18, 2019, 8 a.m. to 12 p.m., at Valverde Park.
- *Memorial Day*
Announced event scheduled for May 27, 2019, at 11:00 a.m., at the Valverde Veteran's Memorial.
- *July 1st Celebration - 30th Anniversary*
Announced the City's 30th Anniversary celebration scheduled for July 1, 2019, at the Lathrop Generations Center. Live music, games and activities, fireworks, and food vendors will be available.

3. CITIZEN'S FORUM

Nellie Zavala (Commission on Aging) reported her attendance the San Joaquin County Commission on Aging held on May 6, 2019; announced Senior Awareness Day to be held May 22, 2019 at the San Joaquin County Fairgrounds, from 8 a.m. to 1 p.m. Bennie Gatto (Lathrop, CA) expressed appreciation to staff for assistance with the Mayor's Art Show; thanked those that attended and provided sponsorships. Jim Canale (Lathrop, CA) presented a petition for traffic calming measures on Cambridge Drive, between Lathrop Road and J Street; expressed concern with the City's current ordinance related to boat parking and requested Council consideration of temporary boat parking on residential driveways. Jaswinder Bajwa (Lathrop, CA) expressed traffic safety concerns on Manthey Road, at Sadler Oak Drive; requested consideration of traffic calming measures in the area. Irene Torres (Lathrop, CA) requested follow-up on a previous public records request regarding a property survey report for her property. City Attorney Salvador Navarrete responded to the matter, Assistant Public Works Director provided additional information. Margaret Luevano (Lathrop, CA) expressed concern with a hole near her property surrounding a nearby utility pole; which she stated caused damage to her vehicle. City Attorney Salvador Navarrete provided an overview of the City's claim process. Jason Laughlin (Field Representative for Assembly Member Heath Flora) provided a legislative update on various Assembly Bills: AB 367 titled "Presence at care facilities: conviction of crimes" (Introduced - Flora), AB 1444 titled "Physicians and surgeons and registered nurses: loan repayment grants" (Amended - Flora), AB 1732 titled "Redevelopment: successor agencies: asset disposal: City of Manteca" (Amended - Flora), SB 500 titled "Veterans: education" (Coauthored - Flora), and AB 401 titled "Vehicles: driving under the influence" (Amended - Flora).

4. CONSENT CALENDAR

On a motion by Mayor Dhaliwal, seconded by Vice Mayor Salcedo, the City Council approved the Consent Calendar, except ***Items, 4.20, 4.21 and 4.22, by the following roll call vote, unless otherwise indicated:

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

** Prior to the reading of the consent calendar, City Clerk Teresa Vargas announced that a public comment letter was received addressing Items 4.3, 4.4, 4.5, 4.7, 4.8, 4.9, 4.10, 4.11, 4.13, 4.14, 4.15, 4.16, 4.17, 4.19, 4.20, 4.21, and 4.22 of the Consent Calendar; Items 5.3, and 5.4 of Scheduled Items; submitted by Martin Harris with Terra Land Group, LLC; the letter was distributed to the City Council and copies were made available for the public. Councilmember Akinjo requested clarification on the letter received, City Manager Stephen Salvatore provided the information.*

*** Prior to the reading of the consent calendar, City Clerk Teresa Vargas also announced a correction to Items 4.3, 4.4, and 4.5, clarifying Mayor Dhaliwal's absence during the vote.*

**** Items 4.20, 4.21, and 4.22 – The City Council voted on the items separately, following the vote of the Consent Calendar.*

4.1 WAIVING OF READING OF ORDINANCES AND RESOLUTIONS

Waived the reading of ordinances and resolutions on agenda unless otherwise requested by the Mayor or a Councilmember.

4.2 APPROVAL OF MINUTES

Approved Minutes for the Regular Council Meeting of April 8, 2019.

4.3 */**SECOND READING AND ADOPTION OF ORDINANCE 19-403 ESTABLISHING THE CITY OF LATHROP COMMUNITY FACILITIES DISTRICT NO. 2019-1 (SOUTH LATHROP CITY SERVICES) UNDER THE MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982, CONSTITUTING CHAPTER 2.5 OF PART 1 OF DIVISION 2 OF TITLE 5, COMMENCING AT SECTION 53311, OF THE CALIFORNIA GOVERNMENT CODE

Adopted **Ordinance 19-403** levying special taxes within Community Facilities District No. 2019-1 (South Lathrop City Services).

4.4 */**SECOND READING AND ADOPTION OF ORDINANCE 19-404 TO ESTABLISH THE CITY OF LATHROP COMMUNITY FACILITIES DISTRICT NO. 2019-2 (CENTRAL LATHROP SPECIFIC PLAN SERVICES) UNDER THE MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982, CONSTITUTING CHAPTER 2.5 OF PART 1 OF DIVISION 2 OF TITLE 5, COMMENCING AT SECTION 53311, OF THE CALIFORNIA GOVERNMENT CODE

Adopted **Ordinance 19-404** levying special taxes within Community Facilities District No. 2019-2 (Central Lathrop City Services).

- 4.5 */**SECOND READING AND ADOPTION OF ORDINANCE 19-405 AMENDING LATHROP MUNICIPAL CODE SECTIONS TO STREAMLINE PROCEDURES, MAKE MINOR CLARIFICATIONS, AND INCORPORATE UPDATED POLICIES

Adopted **Ordinance 19-405** approving various amendments to the Lathrop Municipal Code (LMC) to modernize, simplify, and streamline Sections of Title 17, The Zoning Code and Section 10.25.040 Of Title 10, Vehicles and Traffic. The update includes integration of current City policies, State and Federal law, and best practices within the planning profession. The amendments to the Municipal Code include the following:

- Chapter 17.80 (Accessory Dwelling Units)
- Chapter 17.32 (R One Family Residential District)
- Chapter 17.49 (Crossroads Overlay District)
- Chapter 17.92 (Landscaping and Screening Standards)
- Chapter 17.16 (General Requirements and Exceptions)
- Chapter 17.68 (Manufactured Housing)
- Chapter 17.76 (Off-Street Parking and Loading)
- Chapter 17.59 (South Lathrop Zoning Districts)
- New Chapter 17.125 (Appeals)
- Chapter 17.108 (Administrative Approval of Certain Uses)
- Chapter 17.112 (Conditional Uses)
- Chapter 17.101 (Minor Site Plan Review)
- Chapter 17.100 (Site Plan Review)
- Chapter 17.120 (Variances)
- Chapter 10.25 (Vehicles and Traffic)

- 4.6 TREASURER'S REPORT FOR MARCH 2019

Approved Quarterly Treasurer's Investment Report for March 2019.

- 4.7 *RATIFICATION OF THE SAN JOAQUIN COUNCIL OF GOVERNMENTS' ANNUAL FINANCIAL PLAN

Adopted **Resolution 19-4553** ratifying the San Joaquin Council of Governments (SJCOG) annual financial plan for FY 2019-20.

- 4.8 *FISCAL YEAR 2019-20 PROJECT LIST ASSOCIATED WITH SENATE BILL 1

Adopted **Resolution 19-4554** approving project list for Fiscal Year 2019-20 funded by Senate Bill 1 (SB 1) the Road Repair and Accountability Act of 2017 and approved related budget amendment.

- 4.9 *APPROVE PROFESSIONAL CONSULTANT SERVICES AGREEMENT WITH EKI FOR WASTEWATER DISCHARGE REQUIREMENTS PERMIT COMPLIANCE

Adopted **Resolution 19-4555** approving a Professional Services Consulting Agreement with EKI Environment & Water, Inc. for groundwater monitoring and reporting services for waste discharge requirement order permit compliance for the Lathrop Consolidated Treatment Facility for Fiscal Year 2019/20.

- 4.10 *AUTHORIZE A MASTER CONSULTANT AGREEMENT AND TASK ORDER NO. 1 WITH CSG CONSULTANTS INC. TO PROVIDE ENGINEERING PLAN CHECK SERVICES

Adopted **Resolution 19-4556** approving a Master Professional Services Consulting Agreement and Task Order No. 1, with CSG Consultants Inc., to provide engineering plan check services related to the Phelan Lathrop Gateway project, and approved related budget amendment.

- 4.11 *AMEND MASTER AGREEMENT WITH 4LEAF, INC. AND APPROVE TASK ORDERS NO. 12 AND 13 FOR PROFESSIONAL SERVICES IN THE BUILDING DIVISION

Adopted **Resolution 19-4557** approving Amendment No. 2, extending the term of the Master Professional Services Consulting Agreement, approving Task Orders No. 12 and 13, with 4Leaf, Inc., for building inspection and staff augmentation services, and approved related budget amendment.

- 4.12 RATIFY EMERGENCY CONSTRUCTION CONTRACT WITH DSS COMPANY, DBA KNIFE RIVER CONSTRUCTION FOR PAVEMENT REPAIRS TO E. LOUISE AVENUE AND MANTHEY ROAD

Adopted **Resolution 19-4558** ratifying City Manager's approval of a Construction Contract for emergency repair services, with DSS Company (dba Knife River Construction) for PAVEMENT Repairs to East Louise Avenue and Manthey Road, and approved related budget amendment.

- 4.13 *RATIFY AN AGREEMENT BETWEEN THE CITY OF LATHROP AND JELUSHKI, LLC TO ENSURE PAYMENT OF CAPITAL FACILITY FEES FOR 1970 VIERRA ROAD

Adopted **Resolution 19-4559** ratifying a Capital Facility Fees Agreement between the City of Lathrop and Jelushki, LLC, to ensure payment of capital facility fees for 1970 Vierra Road.

- 4.14 *CREATE CIP GG 19-17 FOR THE CAPITAL FACILITIES FEES UPDATE AND AUTHORIZE A MASTER CONSULTANT AGREEMENT AND TASK ORDER NO.'S 1-4 WITH GOODWIN CONSULTING GROUP TO PREPARE CAPITAL FACILITIES FEES FOR VARIOUS DEVELOPMENT PROJECTS

Adopted **Resolution 19-4560** creating CIP GG 19-17 to update the capital facilities fees, approved related budget amendment, approve Master Professional Services Consulting Agreement and Task Order No.'s 1-4, with Goodwin Consulting Group to prepare the capital facilities fees for various development projects.

- 4.15 *ACCEPTANCE OF PUBLIC IMPROVEMENTS FOR CLSP SANITARY SEWER AND STORM DRAINAGE PUMP STATION FROM SAYBROOK CLSP, LLC

Adopted **Resolution 19-4561** accepting public improvements for the CLSP sanitary sewer and storm drainage pump station from Saybrook CLSP, LLC.

- 4.16 *ACCEPT IMPROVEMENTS FOR THE LATHROP CONSOLIDATED TREATMENT FACILITY PHASE 2 EXPANSION (WW 14-14) AND RELATED CROSSROADS DECOMMISSIONING (WW 15-20) AND SEWER PLANT UPGRADES (WW 12-07) FROM GSE CONSTRUCTION COMPANY, INC.

Adopted **Resolution 19-4562** accepting improvements from GSE Construction, Inc., for the Lathrop Consolidated Treatment Facility (LCTF) phase 2 expansion improvements (WW 14-14), related Crossroads Plant decommissioning (WW 15-20), and sewer plant upgrades (WW 12-07), and authorized the filing of a notice of completion, and release of contract retention.

- 4.17 *ACCEPTANCE OF PUBLIC RIGHT-OF-WAY AND PUBLIC UTILITY EASEMENT DEDICATIONS ASSOCIATED WITH THE A&A INTERMODAL PROJECT LOCATED AT 1850 EAST LOUISE AVENUE

Adopted **Resolution 19-4563** accepting dedication of public right-of-way and a public utility easement for East Louise Avenue and McKinley Avenue, associated with the A&A Intermodal project located at 1850 East Louise Avenue.

- 4.18 ACCEPTANCE OF PUBLIC RIGHT-OF-WAY AND PUBLIC UTILITY EASEMENT DEDICATIONS ASSOCIATED WITH THE PANDA EXPRESS PROJECT LOCATED AT 15099 SOUTH HARLAN ROAD

Adopted **Resolution 19-4564** accepting dedication of public right-of-way and a public utility easement for Lathrop Road and South Harlan Road, associated with the Panda Express project located at 15099 South Harlan Road.

- 4.19 *AUTHORIZE A MASTER CONSULTANT AGREEMENT WITH ENGEO, INCORPORATED, TO PROVIDE GEOTECHNICAL INVESTIGATIONS AND ENGINEERING SERVICES FOR CAPITAL IMPROVEMENT PROJECTS SCHEDULED IN FISCAL YEARS 19/20 THROUGH 20/21

Adopted **Resolution 19-4565** approving a Master Professional Services Consulting Agreement with ENGEO, Inc., to provide geotechnical investigations and engineering services for capital improvement projects in Fiscal Years 2019-20 and 2020-21.

RIVER ISLANDS CONSENT ITEMS

Councilmember Lazard recused herself, following the vote of the consent calendar (Items 4.1 to 4.19), and left the chamber at 8:11 p.m., prior to the vote of Items 4.20 through 4.22, due to declared conflict of interest as noted in Item 1.8.

On a motion by Mayor Dhaliwal, seconded by Vice Mayor Salcedo, the City Council approved Items, 4.20, 4.21 and 4.22, by the following roll call vote, unless otherwise indicated:

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

4.20 */***APPROVE SUMMARY VACATION (ABANDONMENT) FOR A PORTION OF STEWART ROAD

Adopted **Resolution 19-4566** approving summary vacation for a portion of Stewart Road from Paradise Road West to Old River.

4.21 */***ACCEPTANCE OF RIVER ISLANDS PUBLIC IMPROVEMENTS AND STREET DEDICATIONS FOR TRACTS 3791, 3792, 3793, 3796, 3859 AND 3861

Adopted **Resolution 19-4567** accepting public improvements and street dedications for Tracts 3791, 3792, 3793, 3796, 3859 and 3861 in the River Islands development area.

4.22 */***APPROVAL OF DEFERRED FRONTAGE IMPROVEMENT AGREEMENT (DFIA) 19-02 AND AUTHORIZE RECORDATION OF IRREVOCABLE OFFER OF DEDICATION FOR RIVER ISLANDS PARKWAY AND ISLANDERS WAY WITHIN THE TOWN CENTER DISTRICT OF RIVER ISLANDS

Adopted **Resolution 19-4568** approving DFIA 19-02 Califia, LLC, approved recording of an Irrevocable Offer of Dedication for River Islands Parkway and Islanders Way, within the Town Center District of the River Islands development area.

5. SCHEDULED ITEMS

Councilmember Lazard returned to the dais at 8:13 p.m., for the remainder of the meeting.

5.1 DISCUSS A FIVE YEAR AGREEMENT EXTENSION TO THE SOLID WASTE COLLECTION AND DISPOSAL FRANCHISE AGREEMENT FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS WITH REPUBLIC SERVICES

Assistant Public Works Director Michael King introduced Republic Services General Manager Kevin Basso. Mr. King provided an overview of the item, which included the following proposals: an annual rate increase (as allowed by the terms of the original 2004 Franchise Agreement); a one-time recycling increase of \$3.95, to address revenue loss due to the changes and restrictions in China's acceptance of recyclable materials (known as the "China Sword" effects); one additional \$750 annual academic scholarship, to include the Next Generation STEAM Academy at River Islands; and update the levels of service language to address the State mandated commercial organics recycling (AB 1826 Chesbro). Mr. Basso provided additional information, as a follow-up to the September 10, 2019 informational presentation, regarding changes and restrictions in China's acceptance of recyclable materials. A question and answer period ensued throughout the representations.

The City Council received and discussed information regarding proposed Amendment No. 3 to the Franchise Agreement for residential and commercial customers, between City of Lathrop and Lathrop Sunrise Sanitation (dba Republic Services), to extend the term for an additional five (5) years, and related rate increases. Staff announced Amendment No. 3 would be brought back for Council vote on June 10, 2019; no other action taken on this item.

5.2 AUTOMATED LICENSE PLATE READER POLICY

Finance and Administrative Services Director Cari James and Lieutenant Ryan Biedermann provided an overview and responded to questions of the Council. City Attorney Salvador Navarrete, City Manager Stephen Salvatore provided additional information. Mike Moghrabi (public speaker) commented on similar systems used in other countries. The question and answer period continued. City Clerk Teresa Vargas provided information California Civil Code Title 1.81.23 "Collection of License Plate Information" [1798.90.5 - 1798.90.55].

The City Council received information related to the San Joaquin County Sheriff's Office draft Automated License Plate Reader Policy (ALPR), which will be implemented once the ALPR technology is installed and fully functional. There was no other action taken.

5.3 *PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER FISCAL YEAR 2019/20 ASSESSMENTS INDUSTRIAL LIGHTING MAINTENANCE DISTRICT; RESIDENTIAL LIGHTING MAINTENANCE DISTRICT; MOSSDALE LANDSCAPE AND LIGHTING DISTRICT; STONEBRIDGE LANDSCAPING MAINTENANCE DISTRICT; STONEBRIDGE DRAINAGE AND LIGHTING DISTRICT; STORM DRAIN DISTRICT ZONE 1; AND STORM DRAIN DISTRICT ZONE 1A

Finance and Administrative Services Director Cari James provided the presentation. A question and answer period ensued throughout the presentation.

Mayor Dhaliwal stepped down from the dais at 9:10 p.m., and returned at 9:15 p.m.

The question and answer period continued. City Manager Stephen Salvatore and City Clerk Teresa Vargas provided additional information. Mayor Dhaliwal opened the public hearing. Beverly Housden (Crossroads Real Estate Central Valley) announced that she represented property owners for 18800 Queirolo Road; requested that the property be removed from the Mossdale Landscape and Lighting Maintenance District. City Attorney Salvador Navarrete provided additional information related to the Prop 218 process. Adriana Lopez (Lathrop, CA) requested additional information related to new assessments on existing developed properties. City Attorney Salvador Navarrete and Finance and Administrative Services Director Cari James provided the information. There were no other speakers. Mayor Dhaliwal closed the public hearing.

On a motion by Vice Mayor Salcedo, seconded by Mayor Dhaliwal, the City Council considered the following:

1. Held a public hearing; and
2. Adopted **Resolution 19-4569** approving the final Engineer's Report and ordering the levy and collection of assessments for the City of Lathrop Industrial Lighting Maintenance District for Fiscal Year 2019/20; maximum assessment for the District for Fiscal Year 2019/20 not to exceed Zone A \$7.75; Zone B \$39.50; Zone C \$7.75, and proposed annual assessment for Fiscal Year 2019/20 Zone A \$7.75; Zone B \$39.50; Zone C \$7.75;
3. Adopted **Resolution 19-4570** approving the final Engineer's Report and ordering the levy and collection of assessments for the City of Lathrop Residential Lighting Maintenance District for Fiscal Year 2019/20; maximum assessment for the District for Fiscal Year 2019/20 not to exceed Zone A \$43.01; Zone B \$46.09; Zone C \$30.30; Zone D \$56.37; Zone E \$59.26; Zone F \$34.08; Zone G \$7.79, and proposed annual assessment for Fiscal Year 2019/20 Zone A \$43.01; Zone B \$46.09; Zone C \$30.30; Zone D \$56.37; Zone E \$59.26; Zone F \$34.08; Zone G \$7.79;
4. Adopted **Resolution 19-4571** approving the final Engineer's Report and ordering the levy and collection of assessments for the Mossdale Landscape and Lighting Maintenance District for Fiscal Year 2019/20; maximum assessment for Fiscal Year 2019/20 not to exceed \$276.10, and proposed annual assessment for Fiscal Year 2019/20 \$268.06;
5. Adopted **Resolution 19-4572** approving the final Engineer's Report and ordering the levy and collection of assessments for the Stonebridge Landscape Maintenance District and the Stonebridge Drainage and Lighting District for Fiscal Year 2019/20; maximum assessments for each District for Fiscal Year 2019/20 not to exceed \$417.89, and proposed annual assessments for Fiscal year 2019/20 for Stonebridge Landscape Maintenance District is \$265.64 and for Stonebridge Drainage & Lighting District is \$236.32; and

6. Adopted **Resolution 19-4573** approving the final Engineer's Report and ordering the levy and collection of assessments for the Storm Drain District Zone 1 and Storm Drain District Zone 1A for Fiscal Year 2019/20; proposed annual assessment for Fiscal Year 2019/20 for Storm Drain Zone 1 not to exceed \$112.52, and proposed annual assessment for Fiscal Year 2019/20 for Storm Drain Zone 1A not to exceed \$199.92.

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

5.4 *PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER FISCAL YEAR 2019/20 ASSESSMENTS FOR THE LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 93-1 WOODFIELD PARK MAINTENANCE ZONE

Mayor Dhaliwal requested clarification from City Attorney Salvador Navarrete whether he had a conflict of interest with Item 5.4 due to his residence within the area. City Attorney Navarrete confirmed the conflict of interest. Mayor Dhaliwal recused himself and left at 9:39 p.m. for the remainder of the meeting. Vice Mayor Salcedo preceded over the meeting.

Finance and Administrative Services Director Cari James provided the presentation. A question and answer period ensued throughout the presentation. Vice Mayor Salcedo opened the public hearing. There were no speakers. Vice Mayor Salcedo closed the public hearing.

A motion was made by Councilmember Lazard, seconded by Vice Mayor Salcedo to adopt a resolution approving the Final Engineer's Report and ordering the levy and collection of assessments for the Landscape and Lighting Maintenance District No. 93-1 Woodfield Park Maintenance Zone for Fiscal Year 2019/20, by the following roll call vote:

Ayes: Lazard and Salcedo
Noes: Torres-O'Callaghan; Akinjo
Absent: None
Abstain: Dhaliwal

MOTION FAILED

A question and answer period ensued. Finance and Administrative Services Director Cari James, City Manager Stephen Salvatore and City Attorney Salvador Navarrete provided additional information, and further explained that approval of the requested item continues the annual levying and collection of the current/existing assessment on the properties for day-to-day operations and maintenance needs.

The City Council expressed interest in having a separate discussion regarding the general fund subsidy process during the upcoming budget hearing process.

On a motion by Councilmember Lazard, seconded by Vice Mayor Salcedo Councilmember, the city council considered the following:

1. Held a public hearing; and
2. Adopted **Resolution 19-4574** approving the Final Engineer's Report and ordering the levy and collection of assessments for the Landscape and Lighting Maintenance District No. 93-1 Woodfield Park Maintenance Zone for Fiscal Year 2019/20

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

6. COUNCIL COMMUNICATIONS

6.1 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S) -None

6.2 MAYOR & COUNCILMEMBER COMMENT(S)

Councilmember Akinjo expressed concern with complex staff reports and the importance of providing sufficient detail and clear information. Councilmember Torres-O'Callaghan congratulated those who had an upcoming graduation. Vice Mayor Salcedo thanked those in attendance.

7. **ADJOURNMENT** – There being no further business, Vice Mayor Salcedo adjourned the meeting at 10:06 p.m.


Teresa Vargas, CMC
City Clerk

REASON FOR RECOMMENDATION:

The City has been consistently doing business with the Manteca Bulletin for the last five (5) fiscal years. The proposal submitted by the Manteca Bulletin will continue to meet the needs of the City. Additionally, the Manteca Bulletin has provided ongoing flexibility in lead time and quality customer service.

Most importantly, the Manteca Bulletin has maintained reasonable publication fees. In comparison to prior FY 18-19, the price per line increased eighteen cents (\$0.18) per line. However, the newspaper circulation increased by 49 subscribers in the City of Lathrop. Therefore, staff recommends Council approval of the agreement with the Manteca Bulletin for publication of legal advertisements for the period of July 1, 2019 through June 30, 2020.

FISCAL IMPACT:

Funds for advertising in FY 2019-20 are included in the new fiscal budget. Legal notices related to developer projects are requested for reimbursement from related developer accounts. The City anticipates the funds requested in the new budget to be sufficient for legal advertising expenditures in the upcoming fiscal year.

ATTACHMENTS:

- A. Resolution Awarding Agreement for Publication of Legal Advertisements
- B. Copy of Proposal Received by Manteca Bulletin
- C. Agreement with Manteca Bulletin


APPROVALS:



Teresa Vargas
City Clerk

6/3/19

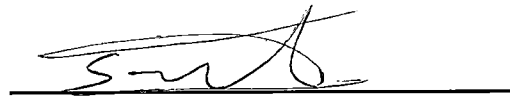
Date



Cari James
Finance Director

6/4/19


Date



Salvador Navarrete
City Attorney

6-3-19

Date



Stephen J. Salvatore
City Manager

6.4.19

Date

RESOLUTION NO. 19-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
AWARDING AGREEMENT FOR PUBLICATION OF LEGAL ADVERTISEMENTS
TO THE MANTECA BULLETIN FOR THE PERIOD OF JULY 1, 2019 THROUGH
JUNE 30, 2020**

WHEREAS, a notice inviting bids was published in the Manteca Bulletin, the current newspaper of general circulation, requiring a response by 2:00 p.m. on May 31, 2019; and

WHEREAS, the City received one bid proposal, from the Manteca Bulletin; and

WHEREAS, City staff recommends approval of the bid proposal submitted by the Manteca Bulletin as the bid proposal continues to meet the needs of the City based on its cumulative considerations of price and lead time for publications; and

WHEREAS, the Manteca Bulletin has been adjudicated within San Joaquin County as a newspaper of general circulation;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby finds that the bid proposal submitted by the Manteca Bulletin continues to meet the needs of the City for legal advertising services for period of July 1, 2019 through June 30, 2020; and

BE IT FURTHER RESOLVED that the City Council awards an agreement to the Manteca Bulletin for legal advertising services for said period.

PASSED AND ADOPTED this 10th day of June, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

ATTACHMENT B

MANTECA BULLETIN



Manteca Bulletin | Oakdale Leader
Ripon Bulletin | Escalon Times
Turlock Journal
Corona Courier | Riverbank News

531 E. Yosemite Ave., Manteca CA 95336 • 209.249.3500 • mantecabulletin.com

May 30, 2019

Teresa Vargas
Lathrop City Clerk

Thank you for inviting us to submit a bid for the City of Lathrop legal advertising. Please find enclosed the information you requested.

If you have any additional information, please feel free to call or email.

Thank you,

Chuck Higgs
Advertising Director

RECEIVED
MAY 31 2019
CITY CLERK

RECEIVED

MAY 31 2019

BID PROPOSAL

CITY CLERK

Lines per column inch 14

Price per column inch \$ 15.63

Cost to publish "Attachment A" \$ 75.00

Day(s) of week published Mon Tues Weds Thurs Fri Sat Sun
 (check all that apply)

Required lead time for publication One day prior to publication

Example of lead time: For publication on July 15, 2019 (or your publishing day nearest), copy of notice would be required to be submitted no later than

Friday, July 12 by 3:00 pm
 (day, time, date)

Lead time for retractions or corrections One day prior to publication / 3 pm

City of Lathrop circulation 453

Total circulation 6398

Proposal submitted by: 5.30.19
 Date


Manatee Bulletin
 Company Name

531 E. Yosemite Ave.
 Address

Manatee, CA 95336
 City, State and Zip Code

209.249.3500 209.249.3559 legals@manateebulletin.com

Phone Number Fax Number E-mail


 Authorized Signature

Chuck Higley
 Printed Name

Advertising Director
 Title

"ATTACHMENT A" TO BID
(SAMPLE LEGAL AD) PROPOSAL

CITY OF LATHROP – PUBLIC HEARING NOTICE

Notice is hereby given that the City of Lathrop City Council will hold a Public Hearing to consider the following proposal. Said public hearing will be held at **7:00 p.m., Monday, August 12, 2019**, City Hall, Council Chamber, 390 Towne Centre Dr., Lathrop, CA, at which time all interested parties may attend and be heard:

PUBLIC HEARING (PUBLISHED NOTICE) TO INTRODUCE AN ORDINANCE ADDING CHAPTER 10.25 OF THE LATHROP MUNICIPAL CODE RELATING TO VEHICLE PARKING IN YARDS OF RESIDENTIAL AREAS

The City Council to Consider the Following:

1. Hold a Public Hearing; and
2. First Reading and Introduction of an Ordinance to the City Council of the City of Lathrop adding Chapter 10.25 of the Lathrop Municipal Code Relating to Vehicle Parking in Yards of Residential Areas.

If you challenge any decision of the City Council in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the meeting.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call (209) 941-7230. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility.

TERESA VARGAS – CITY CLERK

**"ATTACHMENT A"
(SAMPLE LEGAL AD)**

**CITY OF LATHROP – PUBLIC HEARING
NOTICE**

Notice is hereby given that the City of Lathrop City Council will hold a Public Hearing to consider the following proposal. Said public hearing will be held at **7:00 p.m., Monday, August 12, 2019**, City Hall, Council Chamber, 390 Towne Centre Dr., Lathrop, CA, at which time all interested parties may attend and be heard:

**PUBLIC HEARING (PUBLISHED NOTICE)
TO INTRODUCE AN ORDINANCE ADDING
CHAPTER 10.25 OF THE LATHROP
MUNICIPAL CODE RELATING TO VEHICLE
PARKING IN YARDS OF RESIDENTIAL
AREAS**

The City Council to Consider the
Following:

1. Hold a Public Hearing; and
2. First Reading and Introduction of an Ordinance to the City Council of the City of Lathrop adding Chapter 10.25 of the Lathrop Municipal Code Relating to Vehicle Parking in Yards of Residential Areas.

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In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call (209) 941-7230. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility.

TERESA VARGAS – CITY CLERK

Publication Date:

MB# Sample Legal Ad



MANTECA BULLETIN

P.O. BOX 1958, • 531 E. YOSEMITE AVE., MANTECA, CA 95336-1958 • MAIN 209-249-3500 • FAX - 209-249-3559

CITY OF LATHROP/CITY CLERK

Classified Insertion Order

MB# SAMPLE LEGAL AD

Contact:	Sales Rep: MB - Liz Mora	Order Date: 5/30/2019
Address: CITY OF LATHROP/CITY CLERK	Phone: 209-941-7431	Order Number: 97449
Attn: Teresa Vargas	Email: tvargas@ci.lathrop.ca.us	
390 TOWNE CENTER DRIVE	Fax: 209-941-7229	Tear Sheets: 1
LATHROP, CA 95330		Advertiser No: 150

Start Date	End Date	No. of Runs	No. of Publications	Description	Classification	Ad Size	Price
6/7/2019	6/7/2019	3	3	MB# SAMPLE LEGAL AD	Miscellaneous Legals	4.7979 Inches	\$75.00

Publications: MB - Manteca Bulletin, MB - Manteca Bulletin Online, MNC - Marketplace 209

"ATTACHMENT A" (SAMPLE LEGAL AD) CITY OF LATHROP – PUBLIC HEARING NOTICE Notice is hereby given that the City of Lathrop City Council will hold a Public Hearing to consider the following proposal. Said public hearing will be held at 7:00 p.m., Monday, August 12, 2019, City Hall, Council Chamber, 390 Towne Centre Dr., Lathrop, CA, at which time all interested parties may attend and be heard: PUBLIC HEARING (PUBLISHED NOTICE) TO INTRODUCE AN ORDINANCE ADDING CHAPTER 10.25 OF THE LATHROP MUNICIPAL CODE RELATING TO VEHICLE PARKING IN YARDS OF RESIDENTIAL AREAS The City Council to Consider the Following: 1. Hold a Public Hearing; and 2. First Reading and Introduction of an Ordinance to the City Council of the City of Lathrop adding Chapter 10.25 of the Lathrop Municipal Code Relating to Vehicle Parking in Yards of Residential Areas. If you challenge any decision of the City Council in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the meeting. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call (209) 941-7230. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility. TERESA VARGAS – CITY CLERK Publication Date: MB# Sample Legal Ad

Run Count: 3	Publication Count: 3	SubTotal:	\$75.00
		Total Price:	\$75.00

Authorization To Run Advertisement

Printed Name

Signature

In The Superior Court
OF THE
County of San Joaquin
State of California

Filed MAY 12 1952, 19
R. E. GRAHAM
By Edward Ludwig CLERK
DEPUTY

STATE OF CALIFORNIA, }
COUNTY OF SAN JOAQUIN, } ss

George Murphy, Jr. being first duly sworn, deposes and says: That at all times hereinafter mentioned he was a citizen of the United States, over the age of eighteen years, and a resident of said county, and was at and during all said times the publisher of THE MANTECA BULLETIN, a newspaper of general circulation printed and published weekly, to-wit: Thursday of each week, in the City of Manteca in said County of San Joaquin, State of California; that said THE MANTECA BULLETIN is and was at all times herein mentioned, a newspaper of general circulation as that term is defined by Section 4460 of the Political Code, and, as provided by said section, is published for the dissemination of local and telegraphic news and intelligence of general character, having a bona fide subscription list of paying subscribers, and is not devoted to the interests, or published for the entertainment or instruction of a particular class, profession, trade, calling, race or denomination, or for the entertainment and instruction of any number of such classes, professions, trades, callings, races or denominations: that at all said times said newspaper had been established, printed and published in the said County and State, at regular intervals for more than one year preceding the first publication of the notice herein mentioned; that said notice was set in type not smaller than nonpareil and was preceded with words printed in black face type not smaller than nonpareil, describing and expressing in general terms, the purport and character of the notice intended to be given; that the Notice No. 52904

In the Matter of the Ascertainment and
Establishment of the Standing of The
Manteca Bulletin as a Newspaper of General
Circulation

of which the annexed is a printed copy, was published and printed in said newspaper at least Ten weeks, commencing on the 21st day of February, 1952, and ending on the 8th day of May, 1952, both days inclusive and as often during said time as said newspaper was regularly issued, to-wit:

- | | |
|---------------------------|---------------------------|
| Thursday, Feb. 21, 19 52: | Thursday, APR. 3, 19 52: |
| Thursday, Feb. 28, 19 52: | Thursday, APR. 10, 19 52: |
| Thursday, Mar. 6, 19 52: | Thursday, APR. 17, 19 52: |
| Thursday, Mar. 13, 19 52: | Thursday, APR. 24, 19 52: |
| Thursday, Mar. 20, 19 52: | Thursday, May 1, 19 52: |
| Thursday, Mar. 27, 19 52: | Thursday, May 8, 19 52: |

Subscribed and sworn before me this 9th day of May, 1952
John J. McFall

Notary Public in and for San Joaquin County, California
My Commission expires on the 20th day of Sept., 1954

NOTICE IS HEREBY FURNISHED BY THE CLERK OF THE SUPERIOR COURT OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, that the application of George Murphy, Jr. for the ascertainment and establishment of the standing of the Manteca Bulletin as a newspaper of general circulation, was filed in the County Clerk's Office on the 21st day of February, 1952, and that said application will be made to court in Department No. 1 thereof, at the courthouse in Manteca, California, on the 27th day of May, 1952, at 10:00 o'clock A. M., or as soon thereafter as counsel can be heard.
JOHN J. McFALL
County Clerk
EDWARD LUDWIG
Deputy
Filed Feb. 14, 1952
R. E. GRAHAM, Clerk
By EDWARD LUDWIG, Deputy
Feb. 11-104

ATTACHMENT C

AGREEMENT FOR PUBLICATION OF LEGAL NOTICES

THIS AGREEMENT, is between the City of Lathrop, a municipal corporation of the State of California (City), and the Manteca Bulletin a newspaper of general circulation, as defined in Section 6008 of the Government Code.

RECITALS

The City requires the services of a newspaper of general circulation for the purpose of publishing legal notices.

THEREFORE, the City and the Manteca Bulletin agree as follows:

1. Independent Contractor Status: The Manteca Bulletin is an independent contractor. Nothing in this agreement shall, in any way, be construed to mean that the Manteca Bulletin any of its agents or employees are agents, employees or representatives of the City.
2. Services to be Provided: The Manteca Bulletin shall provide services in connection with publishing legal notices for the City as specified in the attached proposal (Exhibit A). In addition, it is further agreed that the Manteca Bulletin will provide proof of each notice for approval by the City Clerk's Office or Planning Division prior to publication.

It shall be noted that this is a non-exclusive contract and the City retains the right to publish in other local newspapers as deemed necessary and advisable.

3. Termination: The City and the Manteca Bulletin agree that the City may terminate this Agreement at any time before the normal expiration of the term by giving thirty (30) days written notice.
4. Assignment: The Manteca Bulletin shall not assign this contract or any portion thereof without express written approval of the City.
5. Term: The term of this agreement shall commence July 1, 2019 or upon acceptance of this agreement by both parties, whichever is later, and shall terminate at the end of the fiscal year, June 30, 2020.
6. Payment: The Manteca Bulletin billing to the City shall contain the legal notice number, date published, number of lines, and cost per line as specified in attached Exhibit A. Billing statements shall be submitted to:

Teresa Vargas, City Clerk
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Correspondence/notices regarding this agreement should be directed to:

Teresa Vargas
City Clerk
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Chuck Higgs
Advertising Director
Manteca Bulletin
531 E. Yosemite Avenue
Manteca, CA 95336

Approved as to Form:

City of Lathrop
City Attorney

Salvador Navarrete Date

Accepted by:

City of Lathrop
City Manager

Stephen J. Salvatore Date

Attested by:

City of Lathrop
City Clerk

Teresa Vargas Date

Contractor:

Manteca Bulletin
Advertising Director

Chuck Higgs Date

ITEM: TRANSPORTATION DEVELOPMENT ACT CLAIM FOR FISCAL YEAR 2018/19

RECOMMENDATION: Adopt Resolution Authorizing the Filing of a Transportation Development Act (TDA) Claim for Local Transportation Funds (LTF) for Fiscal Year 2018/19

SUMMARY:

Annually, the City of Lathrop submits the Local Transportation Development Act (TDA) claim to request Local Transportation Funds (LTF) from the San Joaquin County Council of Governments (SJCOG) for the current year's budgeted street and road projects. The City is generally sent its apportionment within six weeks of submitting the claim.

Based on the available LTF resources of \$1,721,564 and programmed expenditures of \$1,580,724, staff recommends City Council authorize the filing of the FY 2018/19 TDA claim in the amount of \$1,016,731 (expenditures net of prior year carryovers).

BACKGROUND:

TDA provides a major source of funding for public transportation projects known as the Local Transportation Fund (LTF).

Revenues for the LTF are derived from a 1/4 cent portion of the 8.75 percent retail sales tax collected in the county. Annually, SJCOG determines each City's share of the anticipated LTF based on its population.

LTF funds may be used for a broad range of transportation improvements including local roads, public transit and bicycle and pedestrian facilities. Over the past several years, the City has used these funds for various projects including the Lathrop Road Widening, street sidewalk improvements, and slurry and base repairs to roads in various areas.

For FY 2018/19 the total LTF funds available for the City of Lathrop are \$1,721,564 (includes prior year carryover of \$537,753). The City's Proposed LTF expenditures total \$1,580,724 leaving an unclaimed balance of \$140,840. The unclaimed balance of \$140,840 can be programmed into streets and roads projects in FY 2019/20. Net of Prior Year Carryovers and TDA Administrative Costs, the City's FY 2018/19 LTF Claim is \$1,016,731.

**CITY MANAGER'S REPORT
 JUNE 10, 2019 CITY COUNCIL REGULAR MEETING
 TRANSPORTATION DEVELOPMENT ACT CLAIM FY 2018/19**

Table 1 reflects the available resources from LTF and the City's portion of LTF funding for FY 2018/19.

Table 1 – FY 2018/19 LTF Funding Summary

LTF - RESOURCES	AMOUNT
TDA Administration (3% SJCOG Transit Planning)	\$26,240
Area Apportionment	\$838,108
Pedestrian/Bicycle	\$19,721
Prior Years' Unclaimed Apportionment	\$299,742
Unexpended Carryover	\$537,753
TOTAL LTF - RESOURCES	\$1,721,564
LTF - EXPENDITURES	AMOUNT
TDA Administration (3% SJCOG Transit Planning) ¹	(\$26,240)
Pedestrian/Bicycle ²	(\$51,228)
Roads and Streets ³	(\$1,503,256)
Other Article ⁴	\$0
TOTAL LTF - EXPENDITURES	(\$1,580,724)
LTF Surplus/(Deficit) ⁵	\$140,840
LTF CLAIM	AMOUNT
Total LTF Expenditures	\$1,580,724
Less: Unexpended Carry Over and TDA Admin	(\$563,993)
TOTAL LTF CLAIM	\$1,016,731

Notes:

¹The funds requested for TDA Administration is the City's share of the transportation planning apportionment retained by San Joaquin Council of Governments for their administration services.

² The funds requested for Pedestrian and Bicycle will be used for Sidewalk Repair Program and Thomsen Road/Lathrop Elementary School Improvements.

³ The funds requested for Roads and Streets will be used for, the annual street maintenance program, the replacement of concrete sidewalks identified in the sidewalk survey.

⁴ There are no projects budgeted at this time requesting additional funding. Previously the City has budgeted for maintenance of the bus shelters.

⁵ Unclaimed balance of \$140,840 pending council's direction.

REASON FOR RECOMMENDATION:

The City is required to submit an annual claim to SJCOG Board to receive Local Transportation Funds.

FISCAL IMPACT:

None, except for staff time to prepare claim.

ATTACHMENTS:

- A. Resolution Authorizing the Filing of a Transportation Development Act (TDA) Claim for Local Transportation Funds (LTF) for Fiscal Year 2018/19
- B. Transportation Development Act Claim Fiscal Year 2018/19

**CITY MANAGER'S REPORT
JUNE 10, 2019 CITY COUNCIL REGULAR MEETING
TRANSPORTATION DEVELOPMENT ACT CLAIM FY 2018/19**

APPROVALS:



Sandra Frias
Budget Manager

5/29/19

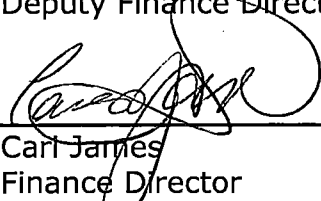
Date

Vanessa L. Portillo

Vanessa Portillo
Deputy Finance Director

5/29/19


Date



Carl James
Finance Director

5/30/19

Date



Salvador Navarrete
City Attorney

6-3-19

Date



Stephen J Salvatore
City Manager

6-3-19

Date

RESOLUTION NO. 19 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
AUTHORIZING THE FILING OF A TRANSPORTATION DEVELOPMENT ACT
(TDA) CLAIM FOR LOCAL TRANSPORTATION FUNDS (LTF) FOR FISCAL
YEAR 2018/19**

WHEREAS, under provisions of the Transportation Development Act (TDA), the City is required to make an annual claim for funds apportioned to the City under the Local Transportation Fund (LTF) through the San Joaquin County Council of Governments for transit purposes; and

WHEREAS, the City may file a claim form relative to the 2018/19 Fiscal Years LTF Apportionment; and

WHEREAS, the City may claim funds for the specified amounts and purposes listed below:

\$996,500.00	Roads & Streets: Article 8 (PUC 99400(a))
\$537,753.00	Unexpended Carryover-Roads & Streets: Article 8 (PUC 99400(a))
\$20,231.00	Pedestrian & Bicycle: Article 3 (PUC 99234)
\$-0-	Unexpended Carryover- Pedestrian & Bicycle: Article 3 (PUC 99234)
\$26,240.00	TDA Planning & Administration
\$-0-	LTF Other Article 8 (99400(b,c,d,e))
\$-0-	Unexpended Carryover- LTF Other Article 8 (99400(b,c,d,e))
\$1,580,724.00	Total TDA Funds being claimed

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop does hereby authorize the filing of said TDA claim for Local Transportation Funds and directs staff to present the claim to the San Joaquin County Council of Governments in the amount of \$1,580,724.

The foregoing resolution was passed and adopted this 10th day of June 2019, 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

FISCAL YEAR 2018-2019

SAN JOAQUIN COG

TRANSPORTATION DEVELOPMENT ACT

CLAIM FORM AND GUIDELINES

FOR

LOCAL TRANSPORTATION FUND (LTF)

AND

STATE TRANSIT ASSISTANCE FUND (STA)

Agency Name:

For Internal Use:

Planner Review: _____

Finance Review: _____

Steve Dial Review: _____

**LOCAL TRANSPORTATION FUND
CLAIM FOR FISCAL YEAR 2018/19**


TO: San Joaquin Council of Governments
555 E Weber Avenue
Stockton, CA 95202

FROM: Applicant: City of Lathrop
Address: 390 Towne Centre Drive
City: Lathrop Zip: 95330
Contact Person: Sandra Frias Phone: 209-941-7328
E-mail Address: sfrias@ci.lathrop.ca.us Fax: 209-941-7339

The City of Lathrop hereby requests, in accordance with Chapter 1400 Statutes 1971 and applicable rules and regulations, that its annual transportation claim be approved in the amount of \$1,580,724 for fiscal year 2018/19, to be drawn from the Local Transportation Fund.

When approved, please transmit this claim to the County Auditor for payment. Approval of the claim and payment by the County Auditor to this applicant is subject to such monies being on hand and available for distribution, and to the provisions that such monies will be used only in accordance with the terms of the approved annual financial plan.

The claimant certifies that this Local Transportation Fund claim and the financial information contained therein is reasonable and accurate to the best of my knowledge and the aforementioned information indicates the eligibility of this claimant for funds for the fiscal year of the application pursuant to CAC Section 6634 and 6734

Submitted by: 
Title: City Manager
Date: 6-3-19

San Joaquin Council of Governments

Date of approval: _____

BY: _____
Andrew T. Chesley
Executive Director

BY: _____
Steve Dial
Deputy Executive Director/CFO

Date: _____

TRANSPORTATION DEVELOPMENT ACT APPORTIONMENTS

I	Local Transportation Fund Available Apportionment	
	A. Area Apportionment 2018-2019	\$ <u>838,108</u>
	B. Pedestrian/Bicycle Apportionment	\$ <u>19,721</u>
	C. Previous Years' Unclaimed Apportionment	\$ <u>299,742</u>
	D. Unexpended Carryover	\$ <u>537,753</u>
	E. 3% for COG Transit Planning	\$ <u>26,240</u>
	F. Total Available for 2018-2019 Claim(s)	\$ <u>1,721,564</u>
	H. TOTAL AVAILABLE FOR THIS CLAIM (Also enter on page 9, 1st column)	\$ <u>1,721,564</u>
	I. Actual net funds available (H-D-E=I)	\$ <u>1,157,571</u>
II	State Transit Assistance Fund Available Apportionment	
	A. Area Apportionment 2018-19	\$ <u>N/A</u>
	B. Previous Years' Unclaimed Apportionment	\$ <u> </u>
	C. Unexpended Carryover	\$ <u> </u>
	D. 2% for COG Transit Planning	\$ <u> </u>
	E. Total Available for 2018-19 Calim(s)	\$ <u> </u>
	G. TOTAL AVAILABLE FOR THIS CLAIM (Also enter on page 9, 2nd column)	\$ <u> </u>
	H. Actual net funds available (G-C-D=H)	\$ <u> </u>

CLAIM PURPOSES

I. PUBLIC TRANSPORTATION

	I. LTF	II STA
Article 4 (99260) - Operator ¹	\$ _____	_____
CCR Section 6730(a) Public Transit	\$ _____	_____
Article 8 (99400(c)) Contractor Operating	\$ _____	_____
Article 8 (99400(e)) Contractor Capital	\$ _____	_____
Article 8 (99400(b)) Passenger Rail Service Operations and Capital	\$ _____	_____
TDA Administration	\$ 26,240	_____

II PEDESTRIAN AND BICYCLE

Article 3 (99234)	\$ 51,228	_____
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III ROADS AND STREETS

Article 8 (99400(a))	\$ 1,503,256	_____
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IV OTHER

Article 8 (99400(b,c,d,e))	\$ _____	_____
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TOTAL THIS CLAIM	\$ 1,580,724	_____
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TOTAL AVAILABLE FOR THIS CLAIM (from pg. 8, (I.) H. and (II.) G)	\$ 1,721,564	_____
--	--------------	-------

UNCLAIMED APPORTIONMENT (TOTAL AVAILABLE less TOTAL THIS CLAIM)	\$ 140,840	_____
---	------------	-------

IMPORTANT: To avoid accidental overpayment, please **identify** and **itemize** in the space below any unexpended carryover included in the amounts being claimed above. Identify the amount of carryover and the purpose for which it is being reclaimed. Attach pages as necessary.

LTF in Transit Fund to be reclaimed for	<u>Transit Purpose</u>	_____
LTF in Transit Fund to be reclaimed for	<u>Capital Purpose</u>	_____
LTF in Streets and Roads Fund to be reclaimed for	<u>Streets & Roads</u>	\$506,756
LTF in Ped/Bike Fund reclaimed for	<u>Peds/Bicycle</u>	\$30,997
STA in Transit Fund reclaimed for	_____	_____
TOTAL UNEXPENDED CARRYOVER		\$537,753

PART I - PUBLIC TRANSPORTION

Article 4 Operator
Article 8 Contractor

FINANCIAL INFORMATION

Please Circle Either
2018/2019
2018/2019

V.

**LOCAL TRANSPORTATION FUND
ANNUAL PROJECT AND FINANCIAL PLAN
PEDESTRIAN AND BICYCLE PROJECTS**

(Use additional forms as necessary)

PART II

Briefly describe all proposed projects and indicate proposed project expenditures for right of way acquisition and the construction of road and street projects.			
Project Title & Brief Description	Project Limits	Total Project Cost	LTF Funds Utilized
Regional Pedestrian Bikeway PS02-04	Various Locations	\$ 137,730	\$ 51,228
Lathrop Road Widening/Rehab PS02-24	Lathrop Road	\$ 5,119,732	\$ -
Sidewalk Repair Program PS15-04	Various Locations	\$ 242,062	\$ -
TOTAL		\$ 5,499,524	\$ 51,228

- | | |
|--|-----------|
| 1. LTF carryover from <u>previous fiscal years</u> applied toward FY 2018/19 Pedestrian & Bicycle Projects | \$ 30,997 |
| 2. FY 2018/19 apportionment applied towards FY 2018/19 Non-motorized | \$ 20,231 |
| 3. Total of 1, 2 above (must match total LTF in Table 4 above) | \$ 51,228 |

VI.

**LOCAL TRANSPORTATION FUND
ANNUAL PROJECT AND FINANCIAL PLAN**

ROADS AND STREETS PROJECTS

(Use additional forms as necessary)

PART III

Briefly describe all proposed projects and indicate proposed project expenditures for right of way acquisition and the construction of road and street projects.			
Project Title & Brief Description	Project Limits	Total Project Cost	LTF Funds Utilized
Lathrop Road Widening/Rehab PS02-24	Lathrop Road	\$ 5,119,732	\$ 431,339
Sidewalk Repair Program PS15-04	Various Locations	\$ 242,062	\$ 68,934
Harlan Road Pavement Rehabilitation PS17-12	Various Locations	\$ 3,276,815	\$ -
Citywide Rd Maintenance & Repair Progrm PS18-01	Various Locations	\$ 2,534,733	\$ 971,500
Traffic Calming Measures PS18-02	Various Locations	\$ 100,000	\$ 31,483
Interest			\$ 64,923
TOTAL		\$ 11,273,342	\$ 1,503,256

1. LTF carryover from <u>previous fiscal years</u> applied toward FY 2018/19 Roads and Streets	\$ 506,756
2. FY 2018/19 apportionment applied toward FY 2018/19 Roads and Streets	\$ 996,500
3. Total of 1, 2 above (must match total LTF in Table 4 above)	\$ 1,503,256

PART IV

VII. OTHER PURPOSES

It is possible that a claimant may wish to expend TDA funds for purposes allowed within the Act, but not covered by the three previous parts. TDA funds may be claimed under Article 8 consistent with Section 99400 of the TDA. To complete this section, on attached pages, identify:

- I. Project Title
- II Applicable subdivision of section 994400
- III Project Description
- IV Estimated total Costs
- V TDA Contribution to that total

A separate page of pages should be submitted for each specific project or purpose

It is strongly recommended that the claimant consult with SJCOG staff before completing this section

Other Article 8 (99400)

PART V

STATEMENT OF ASSURANCES CONFORMANCE REQUIREMENTS FOR CLAIMANTS

Please initial all applicable paragraphs pursuant to which the attached claim is being submitted. Initial in space provided or put N/A if it is not applicable to your organization.

Initial or N/A

1) 180 Day Certified Fiscal Audit (required for all claims)

Claimant assures that it has submitted a satisfactory independent fiscal audit, with required certification, to SJCOG and to the State Controller not more than 180 days after the end of the prior fiscal year.

(Refer to PUC Section 99245, CCR Section 6664)

gj

2) 90 Day Annual State Controller Report (required for all transit claims)

Claimant assures that it has submitted this report to the State Controller in conformance with the uniform system of accounts and records not more than 120 days after the end of the prior fiscal year.

(Refer to PUC Section 99243, CCR Section 6665)

gj

3) Elderly/Disabled (required for all transit claims)

Assurance that the transit operator in question is in compliance with PUC Section 99155 pertaining to reduced transit fares for elderly and disabled persons and Section 99155.5 pertaining to dial-a ride and paratransit services.

4) Farebox Recovery Ratio Requirements (required for all transit claims)

Claimant filing a claim for LTF or STA funds certifies that it will maintain for the project that ratio of fare revenues and local support to operating cost required under PUC Sections 99268.3, 99268.4, 99268.5(a), 99268.5(b), 99268.12, 99270.1, and 99270.2, as appropriate.

(Refer to PUC Section 99268, CCR Section 6633.2)

N/A

N/A

5) CHP Terminal Inspection (required for all transit claims)

Claimant certifies that it has been certified by the Department of the California Highway Patrol within the last 13 months to be compliant with Section 1808.1 of the Vehicle Code. This section requires operators to participate in a pull notice system for obtaining current driver records from the Department of Motor Vehicles.

(Refer to PUC Section 99251)

N/A

6) Implementation of Productivity Improvements (required for all transit claim)

Claimant certifies that the operator has made a reasonable effort to implement the productivity improvements recommended pursuant to PUC Section 99244.

N/A

7) Triennial Performance Audit

Claimant assures that it has complied with the requirements of a triennial performance audit.

(Refer to PUC Section 99248, CCR Section 6664.5)

N/A

8) Fiscal Audit

Claimant certifies that it has submitted a satisfactory, independent fiscal audit, with Required certification statement, to the RTPA and the State Controller, pursuant to PUC 99245 and 21 Cal. Code of Regulations 6664 for the prior fiscal year. Claimant assures that this audit requirement will be completed for the current fiscal year.

gj

9) Operating Budget

Claimant certifies that its operating budget is not more than 15% greater than its previous year budget unless supported by documentation that substantiates such change. (Refer to PUC Section 99266)

N/A

10) Extension of Service

Claimant who receives an allocation of LTF funds for extension of service pursuant to PUC Section 99268.8 certifies that it will file a report of these services pursuant to CCR section 6633.8(b) within 90 days after close of the fiscal year in which the allocation was granted.

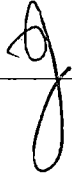
N/A

11) Conformance with the Regional Transportation Plan

(required for STA claims, transit ped/bike and streets and roads claims)

Claimant certifies that all of the purposes for claim expenditures are in conformance with the Regional Transportation Plan.


(Refer to CCR 6754(a))



12) Full Use of Federal Funds (required for STA claims only)

Claimant certifies that it is making full use of Federal Funds available under the Federal Transit Act.

(Refer to CCR 6754(a))



13) Efficiency Standards

(required for transit operator claimants claiming STA for operating purposes)

Operator certifies that it meets one of the following two efficiency standards (PUC Section 99314.6):

a) Efficiency Standard 1: An operator's total operating cost per vehicle revenue hour for the most recent fiscal year must not exceed the prior year's operating cost per revenue vehicle hours, by a percentage greater than the percentage change in the Consumer Price Index (CPI) for the same period.

b) Efficiency Standard 2: An operator's total operating cost per vehicle revenue hour for the most recent fiscal year must not exceed the average total operating cost per vehicle revenue hour for the three prior years, increased by the average percentage change in the CPI for the same period.

(Refer to PUC Section 99314.6)


N/A

14) Consistency with Bicycle Plan (required for bicycle claims only)

Claimant certifies that all of the purposes for claim expenditures are in conformance with the City/Town or County bicycle plan.

15) Part-Time Employees (Applies only to claims for STA)

Claimant certifies that it is not precluded by any contract entered into on or after June 28, 1979, from employing part-time drivers or contracting with common carriers of persons Operating under a franchise or license. Claimant further certifies that no person who was a Full-time employee on June 28, 1979, shall have his/her employment terminated or his/her Regular hours of employment, excluding overtime, reduced as a result of it employing part-time drivers or contracting with such common carriers.



N/A

FISCAL YEAR 2018-2019

SAN JOAQUIN COG

TRANSPORTATION DEVELOPMENT ACT

CLAIM FORM AND GUIDELINES

FOR

LOCAL TRANSPORTATION FUND (LTF)

AND

STATE TRANSIT ASSISTANCE FUND (STA)

Agency Name:

For Internal Use:

Planner Review: _____

Finance Review: _____

Steve Dial Review: _____

**LOCAL TRANSPORTATION FUND
CLAIM FOR FISCAL YEAR 2018/19**

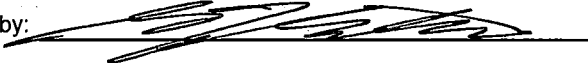
TO: San Joaquin Council of Governments
555 E Weber Avenue
Stockton, CA 95202

FROM: Applicant: City of Lathrop
Address: 390 Towne Centre Drive
City: Lathrop Zip: 95330
Contact Person: Sandra Frias Phone: 209-941-7328
E-mail Address: sfrias@ci.lathrop.ca.us Fax: 209-941-7339

The City of Lathrop hereby requests, in accordance with Chapter 1400 Statutes 1971 and applicable rules and regulations, that its annual transportation claim be approved in the amount of \$1,580,724 for fiscal year 2018/19, to be drawn from the Local Transportation Fund.

When approved, please transmit this claim to the County Auditor for payment. Approval of the claim and payment by the County Auditor to this applicant is subject to such monies being on hand and available for distribution, and to the provisions that such monies will be used only in accordance with the terms of the approved annual financial plan.

The claimant certifies that this Local Transportation Fund claim and the financial information contained therein is reasonable and accurate to the best of my knowledge and the aforementioned information indicates the eligibility of this claimant for funds for the fiscal year of the application pursuant to CAC Section 6634 and 6734

Submitted by: 
Title: City Manager
Date: 6-3-19

San Joaquin Council of Governments

Date of approval: _____

BY: _____
Andrew T. Chesley
Executive Director

BY: _____
Steve Dial
Deputy Executive Director/CFO

Date: _____

TRANSPORTATION DEVELOPMENT ACT APPORTIONMENTS

I	Local Transportation Fund Available Apportionment	
	A. Area Apportionment 2018-2019	\$ <u>838,108</u>
	B. Pedestrian/Bicycle Apportionment	\$ <u>19,721</u>
	C. Previous Years' Unclaimed Apportionment	\$ <u>299,742</u>
	D. Unexpended Carryover	\$ <u>537,753</u>
	E. 3% for COG Transit Planning	\$ <u>26,240</u>
	F. Total Available for 2018-2019 Claim(s)	\$ <u>1,721,564</u>
	H. TOTAL AVAILABLE FOR THIS CLAIM (Also enter on page 9, 1st column)	\$ <u>1,721,564</u>
	I. Actual net funds available (H-D-E=I)	\$ <u>1,157,571</u>
II	State Transit Assistance Fund Available Apportionment	
	A. Area Apportionment 2018-19	\$ <u>N/A</u>
	B. Previous Years' Unclaimed Apportionment	\$ <u> </u>
	C. Unexpended Carryover	\$ <u> </u>
	D. 2% for COG Transit Planning	\$ <u> </u>
	E. Total Available for 2018-19 Calim(s)	\$ <u> </u>
	G. TOTAL AVAILABLE FOR THIS CLAIM (Also enter on page 9, 2nd column)	\$ <u> </u>
	H. Actual net funds available (G-C-D=H)	\$ <u> </u>

CLAIM PURPOSES

	I. LTF	II STA
I. PUBLIC TRANSPORTATION		
Article 4 (99260) - Operator ¹	\$ _____	_____
CCR Section 6730(a) Public Transit	\$ _____	_____
Article 8 (99400(c)) Contractor Operating	\$ _____	_____
Article 8 (99400(e)) Contractor Capital	\$ _____	_____
Article 8 (99400(b)) Passenger Rail Service Operations and Capital	\$ _____	_____
TDA Administration	\$ 26,240	_____
II PEDESTRIAN AND BICYCLE		
Article 3 (99234)	\$ 51,228	_____
III ROADS AND STREETS		
Article 8 (99400(a))	\$ 1,503,256	_____
IV OTHER		
Article 8 (99400(b,c,d,e))	\$ _____	_____
TOTAL THIS CLAIM	\$ 1,580,724	_____
TOTAL AVAILABLE FOR THIS CLAIM (from pg. 8, (I.) H. and (II.) G)	\$ 1,721,564	_____
UNCLAIMED APPORTIONMENT (TOTAL AVAILABLE less TOTAL THIS CLAIM)	\$ 140,840	_____

*IMPORTANT: To avoid accidental overpayment, please **identify and itemize** in the space below any unexpended carryover included in the amounts being claimed above. Identify the amount of carryover and the purpose for which it is being reclaimed. Attach pages as necessary.*

LTF in Transit Fund to be reclaimed for	<u>Transit Purpose</u>	_____
LTF in Transit Fund to be reclaimed for	<u>Capital Purpose</u>	_____
LTF in Streets and Roads Fund to be reclaimed for	<u>Streets & Roads</u>	\$506,756
LTF in Ped/Bike Fund reclaimed for	<u>Peds/Bicycle</u>	\$30,997
STA in Transit Fund reclaimed for	_____	_____
TOTAL UNEXPENDED CARRYOVER		\$537,753

PART I - PUBLIC TRANSPORTATION

Article 4 Operator
Article 8 Contractor

FINANCIAL INFORMATION

Please Circle Either
2018/2019
2018/2019

V.

**LOCAL TRANSPORTATION FUND
ANNUAL PROJECT AND FINANCIAL PLAN
PEDESTRIAN AND BICYCLE PROJECTS**

(Use additional forms as necessary)

PART II

Briefly describe all proposed projects and indicate proposed project expenditures for right of way acquisition and the construction of road and street projects.			
Project Title & Brief Description	Project Limits	Total Project Cost	LTF Funds Utilized
Regional Pedestrian Bikeway PS02-04	Various Locations	\$ 137,730	\$ 51,228
Lathrop Road Widening/Rehab PS02-24	Lathrop Road	\$ 5,119,732	\$ -
Sidewalk Repair Program PS15-04	Various Locations	\$ 242,062	\$ -
TOTAL		\$ 5,499,524	\$ 51,228

- | | | |
|--|----|--------|
| 1. LTF carryover from <u>previous fiscal years</u> applied toward FY 2018/19 Pedestrian & Bicycle Projects | \$ | 30,997 |
| 2. FY 2018/19 apportionment applied towards FY 2018/19 Non-motorized | \$ | 20,231 |
| 3. Total of 1, 2 above (must match total LTF in Table 4 above) | \$ | 51,228 |

VI.

**LOCAL TRANSPORTATION FUND
ANNUAL PROJECT AND FINANCIAL PLAN
ROADS AND STREETS PROJECTS**
(Use additional forms as necessary)

PART III

Briefly describe all proposed projects and indicate proposed project expenditures for right of way acquisition and the construction of road and street projects.			
Project Title & Brief Description	Project Limits	Total Project Cost	LTF Funds Utilized
Lathrop Road Widening/Rehab PS02-24	Lathrop Road	\$ 5,119,732	\$ 431,339
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Citywide Rd Maintenance & Repair Progrm PS18-01	Various Locations	\$ 2,534,733	\$ 971,500
Traffic Calming Measures PS18-02	Various Locations	\$ 100,000	\$ 31,483
Interest			\$ 64,923
TOTAL		\$ 11,273,342	\$ 1,503,256

1. LTF carryover from <u>previous fiscal years</u> applied toward FY 2018/19 Roads and Streets	\$ 506,756
2. FY 2018/19 apportionment applied toward FY 2018/19 Roads and Streets	\$ 996,500
3. Total of 1, 2 above (must match total LTF in Table 4 above)	\$ 1,503,256

PART IV

VII. OTHER PURPOSES

It is possible that a claimant may wish to expend TDA funds for purposes allowed within the Act, but not covered by the three previous parts. TDA funds may be claimed under Article 8 consistent with Section 99400 of the TDA. To complete this section, on attached pages, identify:

- I. Project Title
- II Applicable subdivision of section 994400
- III Project Description
- IV Estimated total Costs
- V TDA Contribution to that total

A separate page of pages should be submitted for each specific project or purpose

It is strongly recommended that the claimant consult with SJCOG staff before completing this section

Other Article 8 (99400)

PART V

STATEMENT OF ASSURANCES CONFORMANCE REQUIREMENTS FOR CLAIMANTS

Please initial all applicable paragraphs pursuant to which the attached claim is being submitted. Initial in space provided or put N/A if it is not applicable to your organization.

1) 180 Day Certified Fiscal Audit (required for all claims)

Claimant assures that it has submitted a satisfactory independent fiscal audit, with required certification, to SJCOG and to the State Controller not more than 180 days after the end of the prior fiscal year.

(Refer to PUC Section 99245, CCR Section 6664)

2) 90 Day Annual State Controller Report (required for all transit claims)

Claimant assures that it has submitted this report to the State Controller in conformance with the uniform system of accounts and records not more than 120 days after the end of the prior fiscal year.

(Refer to PUC Section 99243, CCR Section 6665)

3) Elderly/Disabled (required for all transit claims)

Assurance that the transit operator in question is in compliance with PUC Section 99155 pertaining to reduced transit fares for elderly and disabled persons and Section 99155.5 pertaining to dial-a ride and paratransit services.

4) Farebox Recovery Ratio Requirements (required for all transit claims)

Claimant filing a claim for LTF or STA funds certifies that it will maintain for the project that ratio of fare revenues and local support to operating cost required under PUC Sections 99268.3, 99268.4, 99268.5(a), 99268.5(b), 99268.12, 99270.1, and 99270.2, as appropriate.

(Refer to PUC Section 99268, CCR Section 6633.2)

5) CHP Terminal Inspection (required for all transit claims)

Claimant certifies that it has been certified by the Department of the California Highway Patrol within the last 13 months to be compliant with Section 1808.1 of the Vehicle Code. This section requires operators to participate in a pull notice system for obtaining current driver records from the Department of Motor Vehicles.

(Refer to PUC Section 99251)

6) Implementation of Productivity Improvements (required for all transit claim)

Claimant certifies that the operator has made a reasonable effort to implement the productivity improvements recommended pursuant to PUC Section 99244.

7) Triennial Performance Audit

Claimant assures that it has complied with the requirements of a triennial performance audit.

(Refer to PUC Section 99248, CCR Section 6664.5)

8) Fiscal Audit

Claimant certifies that it has submitted a satisfactory, independent fiscal audit, with Required certification statement, to the RTPA and the State Controller, pursuant to PUC 99245 and 21 Cal. Code of Regulations 6664 for the prior fiscal year. Claimant assures that this audit requirement will be completed for the current fiscal year.

Initial or N/A

J

J

N/A

N/A

N/A

N/A

N/A

J

9) Operating Budget

Claimant certifies that its operating budget is not more than 15% greater than its previous year budget unless supported by documentation that substantiates such change. (Refer to PUC Section 99266)

N/A

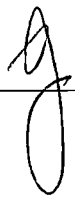
10) Extension of Service

Claimant who receives an allocation of LTF funds for extension of service pursuant to PUC Section 99268.8 certifies that it will file a report of these services pursuant to CCR section 6633.8(b) within 90 days after close of the fiscal year in which the allocation was granted.

N/A

11) Conformance with the Regional Transportation Plan


(required for STA claims, transit ped/bike and streets and roads claims)
Claimant certifies that all of the purposes for claim expenditures are in conformance with the Regional Transportation Plan.



(Refer to CCR 6754(a))

12) Full Use of Federal Funds (required for STA claims only)

Claimant certifies that it is making full use of Federal Funds available under the Federal Transit Act.



(Refer to CCR 6754(a))

13) Efficiency Standards

(required for transit operator claimants claiming STA for operating purposes)
Operator certifies that it meets one of the following two efficiency standards (PUC Section 99314.6):

N/A

a) Efficiency Standard 1: An operator's total operating cost per vehicle revenue hour for the most recent fiscal year must not exceed the prior year's operating cost per revenue vehicle hours, by a percentage greater than the percentage change in the Consumer Price Index (CPI) for the same period.

b) Efficiency Standard 2: An operator's total operating cost per vehicle revenue hour for the most recent fiscal year must not exceed the average total operating cost per vehicle revenue hour for the three prior years, increased by the average percentage change in the CPI for the same period.

(Refer to PUC Section 99314.6)

14) Consistency with Bicycle Plan (required for bicycle claims only)

Claimant certifies that all of the purposes for claim expenditures are in conformance with the City/Town or County bicycle plan.



15) Part-Time Employees (Applies only to claims for STA)

Claimant certifies that it is not precluded by any contract entered into on or after June 28, 1979, from employing part-time drivers or contracting with common carriers of persons Operating under a franchise or license. Claimant further certifies that no person who was a Full-time employee on June 28, 1979, shall have his/her employment terminated or his/her Regular hours of employment, excluding overtime, reduced as a result of it employing part-time drivers or contracting with such common carriers.

N/A

FISCAL YEAR 2018-2019

SAN JOAQUIN COG

TRANSPORTATION DEVELOPMENT ACT

CLAIM FORM AND GUIDELINES

FOR

LOCAL TRANSPORTATION FUND (LTF)

AND

STATE TRANSIT ASSISTANCE FUND (STA)

Agency Name:

For Internal Use:

Planner Review: _____

Finance Review: _____

Steve Dial Review: _____

**LOCAL TRANSPORTATION FUND
CLAIM FOR FISCAL YEAR 2018/19**


TO: San Joaquin Council of Governments
555 E Weber Avenue
Stockton, CA 95202

FROM: Applicant: City of Lathrop
Address: 390 Towne Centre Drive
City: Lathrop Zip: 95330
Contact Person: Sandra Frias Phone: 209-941-7328
E-mail Address: sfrias@ci.lathrop.ca.us Fax: 209-941-7339

The City of Lathrop hereby requests, in accordance with Chapter 1400 Statutes 1971 and applicable rules and regulations, that its annual transportation claim be approved in the amount of \$1,580,724 for fiscal year 2018/19, to be drawn from the Local Transportation Fund.

When approved, please transmit this claim to the County Auditor for payment. Approval of the claim and payment by the County Auditor to this applicant is subject to such monies being on hand and available for distribution, and to the provisions that such monies will be used only in accordance with the terms of the approved annual financial plan.

The claimant certifies that this Local Transportation Fund claim and the financial information contained therein is reasonable and accurate to the best of my knowledge and the aforementioned information indicates the eligibility of this claimant for funds for the fiscal year of the application pursuant to CAC Section 6634 and 6734

Submitted by: 
Title: City Manager
Date: 6-3-19

San Joaquin Council of Governments

Date of approval: _____

BY: _____
Andrew T. Chesley
Executive Director

BY: _____
Steve Dial
Deputy Executive Director/CFO

Date: _____

TRANSPORTATION DEVELOPMENT ACT APPORTIONMENTS

I	Local Transportation Fund Available Apportionment	
	A. Area Apportionment 2018-2019	\$ <u>838,108</u>
	B. Pedestrian/Bicycle Apportionment	\$ <u>19,721</u>
	C. Previous Years' Unclaimed Apportionment	\$ <u>299,742</u>
	D. Unexpended Carryover	\$ <u>537,753</u>
	E. 3% for COG Transit Planning	\$ <u>26,240</u>
	F. Total Available for 2018-2019 Claim(s)	\$ <u>1,721,564</u>
	H. TOTAL AVAILABLE FOR THIS CLAIM (Also enter on page 9, 1st column)	\$ <u>1,721,564</u>
	I. Actual net funds available (H-D-E=I)	\$ <u>1,157,571</u>
II	State Transit Assistance Fund Available Apportionment	
	A. Area Apportionment 2018-19	\$ <u>N/A</u>
	B. Previous Years' Unclaimed Apportionment	\$ <u> </u>
	C. Unexpended Carryover	\$ <u> </u>
	D. 2% for COG Transit Planning	\$ <u> </u>
	E. Total Available for 2018-19 Calim(s)	\$ <u> </u>
	G. TOTAL AVAILABLE FOR THIS CLAIM (Also enter on page 9, 2nd column)	\$ <u> </u>
	H. Actual net funds available (G-C-D=H)	\$ <u> </u>

CLAIM PURPOSES

I. PUBLIC TRANSPORTATION

	I. LTF	II STA
Article 4 (99260) - Operator ¹	\$ _____	_____
CCR Section 6730(a) Public Transit	\$ _____	_____
Article 8 (99400(c)) Contractor Operating	\$ _____	_____
Article 8 (99400(e)) Contractor Capital	\$ _____	_____
Article 8 (99400(b)) Passenger Rail Service Operations and Capital	\$ _____	_____
TDA Administration	\$ 26,240	_____

II PEDESTRIAN AND BICYCLE

Article 3 (99234)	\$ 51,228	_____
-------------------	-----------	-------

III ROADS AND STREETS

Article 8 (99400(a))	\$ 1,503,256	_____
----------------------	--------------	-------

IV OTHER

Article 8 (99400(b,c,d,e))	\$ _____	_____
----------------------------	----------	-------

TOTAL THIS CLAIM	\$ 1,580,724	_____
-------------------------	--------------	-------

TOTAL AVAILABLE FOR THIS CLAIM (from pg. 8, (I.) H. and (II.) G)	\$ 1,721,564	_____
--	--------------	-------

UNCLAIMED APPORTIONMENT (TOTAL AVAILABLE less TOTAL THIS CLAIM)	\$ 140,840	_____
---	------------	-------

IMPORTANT: To avoid accidental overpayment, please **identify** and **itemize** in the space below any unexpended carryover included in the amounts being claimed above. Identify the amount of carryover and the purpose for which it is being reclaimed. Attach pages as necessary.

LTF in Transit Fund to be reclaimed for	<u>Transit Purpose</u>	_____
LTF in Transit Fund to be reclaimed for	<u>Capital Purpose</u>	_____
LTF in Streets and Roads Fund to be reclaimed for	<u>Streets & Roads</u>	\$506,756
LTF in Ped/Bike Fund reclaimed for	<u>Peds/Bicycle</u>	\$30,997
STA in Transit Fund reclaimed for	_____	_____

TOTAL UNEXPENDED CARRYOVER	\$537,753
-----------------------------------	------------------

PART I - PUBLIC TRANSPORTATION

Article 4 Operator
Article 8 Contractor

FINANCIAL INFORMATION

Please Circle Either
2018/2019
2018/2019

V.

**LOCAL TRANSPORTATION FUND
ANNUAL PROJECT AND FINANCIAL PLAN
PEDESTRIAN AND BICYCLE PROJECTS**

(Use additional forms as necessary)

PART II

Briefly describe all proposed projects and indicate proposed project expenditures for right of way acquisition and the construction of road and street projects.			
Project Title & Brief Description	Project Limits	Total Project Cost	LTF Funds Utilized
Regional Pedestrian Bikeway PS02-04	Various Locations	\$ 137,730	\$ 51,228
Lathrop Road Widening/Rehab PS02-24	Lathrop Road	\$ 5,119,732	\$ -
Sidewalk Repair Program PS15-04	Various Locations	\$ 242,062	\$ -
TOTAL		\$ 5,499,524	\$ 51,228

- | | |
|--|-----------|
| 1. LTF carryover from <u>previous fiscal years</u> applied toward FY 2018/19 Pedestrian & Bicycle Projects | \$ 30,997 |
| 2. FY 2018/19 apportionment applied towards FY 2018/19 Non-motorized | \$ 20,231 |
| 3. Total of 1, 2 above (must match total LTF in Table 4 above) | \$ 51,228 |

VI.

**LOCAL TRANSPORTATION FUND
ANNUAL PROJECT AND FINANCIAL PLAN
ROADS AND STREETS PROJECTS**
(Use additional forms as necessary)

PART III

Briefly describe all proposed projects and indicate proposed project expenditures for right of way acquisition and the construction of road and street projects.			
Project Title & Brief Description	Project Limits	Total Project Cost	LTF Funds Utilized
Lathrop Road Widening/Rehab PS02-24	Lathrop Road	\$ 5,119,732	\$ 431,339
Sidewalk Repair Program PS15-04	Various Locations	\$ 242,062	\$ 68,934
Harlan Road Pavement Rehabilitation PS17-12	Various Locations	\$ 3,276,815	\$ -
Citywide Rd Maintenance & Repair Progrm PS18-01	Various Locations	\$ 2,534,733	\$ 971,500
Traffic Calming Measures PS18-02	Various Locations	\$ 100,000	\$ 31,483
Interest			\$ 64,923
TOTAL		\$ 11,273,342	\$ 1,503,256

- | | |
|--|--------------|
| 1. LTF carryover from <u>previous fiscal years</u> applied toward FY 2018/19 Roads and Streets | \$ 506,756 |
| 2. FY 2018/19 apportionment applied toward FY 2018/19 Roads and Streets | \$ 996,500 |
| 3. Total of 1, 2 above (must match total LTF in Table 4 above) | \$ 1,503,256 |

PART IV

VII. OTHER PURPOSES

It is possible that a claimant may wish to expend TDA funds for purposes allowed within the Act, but not covered by the three previous parts. TDA funds may be claimed under Article 8 consistent with Section 99400 of the TDA. To complete this section, on attached pages, identify:

- I. Project Title
- II Applicable subdivision of section 994400
- III Project Description
- IV Estimated total Costs
- V TDA Contribution to that total

A separate page of pages should be submitted for each specific project or purpose

It is strongly recommended that the claimant consult with SJCOG staff before completing this section

Other Article 8 (99400)

PART V

STATEMENT OF ASSURANCES CONFORMANCE REQUIREMENTS FOR CLAIMANTS

Please initial all applicable paragraphs pursuant to which the attached claim is being submitted. Initial in space provided or put N/A if it is not applicable to your organization.

Initial or N/A

1) 180 Day Certified Fiscal Audit (required for all claims)

Claimant assures that it has submitted a satisfactory independent fiscal audit, with required certification, to SJCOG and to the State Controller not more than 180 days after the end of the prior fiscal year.

(Refer to PUC Section 99245, CCR Section 6664)

2) 90 Day Annual State Controller Report (required for all transit claims)

Claimant assures that it has submitted this report to the State Controller in conformance with the uniform system of accounts and records not more than 120 days after the end of the prior fiscal year.

(Refer to PUC Section 99243, CCR Section 6665)

3) Elderly/Disabled (required for all transit claims)

Assurance that the transit operator in question is in compliance with PUC Section 99155 pertaining to reduced transit fares for elderly and disabled persons and Section 99155.5 pertaining to dial-a ride and paratransit services.

4) Farebox Recovery Ratio Requirements (required for all transit claims)

Claimant filing a claim for LTF or STA funds certifies that it will maintain for the project that ratio of fare revenues and local support to operating cost required under PUC Sections 99268.3, 99268.4, 99268.5(a), 99268.5(b), 99268.12, 99270.1, and 99270.2, as appropriate.

(Refer to PUC Section 99268, CCR Section 6633.2)

5) CHP Terminal Inspection (required for all transit claims)

Claimant certifies that it has been certified by the Department of the California Highway Patrol within the last 13 months to be compliant with Section 1808.1 of the Vehicle Code. This section requires operators to participate in a pull notice system for obtaining current driver records from the Department of Motor Vehicles.

(Refer to PUC Section 99251)

6) Implementation of Productivity Improvements (required for all transit claim

Claimant certifies that the operator has made a reasonable effort to implement the productivity improvements recommended pursuant to PUC Section 99244.

7) Triennial Performance Audit

Claimant assures that it has complied with the requirements of a triennial performance audit.

(Refer to PUC Section 99248, CCR Section 6664.5)

8) Fiscal Audit

Claimant certifies that it has submitted a satisfactory, independent fiscal audit, with Required certification statement, to the RTPA and the State Controller, pursuant to PUC 99245 and 21 Cal. Code of Regulations 6664 for the prior fiscal year. Claimant assures that this audit requirement will be completed for the current fiscal year.

J

J

N/A

N/A

N/A

N/A

N/A

[Signature]

9) Operating Budget

Claimant certifies that its operating budget is not more than 15% greater than its previous year budget unless supported by documentation that substantiates such change. (Refer to PUC Section 99266)

N/A

10) Extension of Service

Claimant who receives an allocation of LTF funds for extension of service pursuant to PUC Section 99268.8 certifies that it will file a report of these services pursuant to CCR section 6633.8(b) within 90 days after close of the fiscal year in which the allocation was granted.

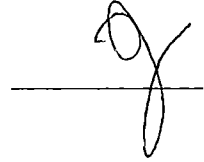
N/A

11) Conformance with the Regional Transportation Plan

(required for STA claims, transit ped/bike and streets and roads claims)

Claimant certifies that all of the purposes for claim expenditures are in conformance with the Regional Transportation Plan.

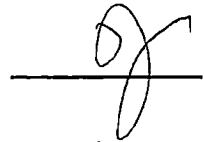
(Refer to CCR 6754(a))



12) Full Use of Federal Funds (required for STA claims only)

Claimant certifies that it is making full use of Federal Funds available under the Federal Transit Act.

(Refer to CCR 6754(a))



13) Efficiency Standards

(required for transit operator claimants claiming STA for operating purposes)

Operator certifies that it meets one of the following two efficiency standards (PUC Section 99314.6):

N/A

a) Efficiency Standard 1: An operator's total operating cost per vehicle revenue hour for the most recent fiscal year must not exceed the prior year's operating cost per revenue vehicle hours, by a percentage greater than the percentage change in the Consumer Price Index (CPI) for the same period.

b) Efficiency Standard 2: An operator's total operating cost per vehicle revenue hour for the most recent fiscal year must not exceed the average total operating cost per vehicle revenue hour for the three prior years, increased by the average percentage change in the CPI for the same period.

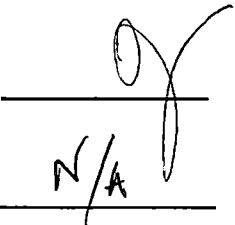
(Refer to PUC Section 99314.6)

14) Consistency with Bicycle Plan (required for bicycle claims only)

Claimant certifies that all of the purposes for claim expenditures are in conformance with the City/Town or County bicycle plan.

15) Part-Time Employees (Applies only to claims for STA)

Claimant certifies that it is not precluded by any contract entered into on or after June 28, 1979, from employing part-time drivers or contracting with common carriers of persons Operating under a franchise or license. Claimant further certifies that no person who was a Full-time employee on June 28, 1979, shall have his/her employment terminated or his/her Regular hours of employment, excluding overtime, reduced as a result of it employing part-time drivers or contracting with such common carriers.



N/A

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ITEM 4.5**CITY MANAGER'S REPORT
JUNE 10, 2019 CITY COUNCIL REGULAR MEETING****ITEM: CREATE CIP PK 19-17 SENIOR CENTER IMPROVEMENTS****RECOMMENDATION: Adopt a Resolution to Create Capital Improvement Project PK 19-17 Senior Center Improvements and Approve Related Budget Amendment****SUMMARY:**

Staff requests that the City Council consider the creation of Capital Improvement Project (CIP) PK 19-17 for Senior Center Improvements.

BACKGROUND:

At its meeting on March 11th, the City Council approved the submission of the Senior Center Improvements as an Eligible Capital Facility Project through the Community Development Block Grant (CDBG) program.

The Lathrop Senior Center, located at 15707 Fifth Street, is an approximately 5,000 square-foot modular building that was placed into service in September of 2000. This facility has since served the daily needs of the seniors of Lathrop and surrounding communities. A project is proposed to remove, repair, and replace the existing flooring, repair the drop down ceiling grid, replace stained ceiling tiles, paint interior walls, install ADA compliant toilets, repair or replace restroom partitions, and replace a commercial refrigerator.

The estimated expenses for the proposed repairs and improvements are as follows:

Project	Estimated Expense
Remove and replace existing flooring	\$44,000
Required subfloor repairs	\$5,000
Replacement of approx. 700 ceiling tiles	\$7,000
Repair of drop down ceiling grid	\$2,000
Misc. painting of interior walls	\$4,000
Remove & Install ADA compliant toilets	\$3,000
Repair & replace restroom partitions	\$3,000
Replace commercial refrigerator	\$4,000
Project Subtotal	\$72,000
10% Project Contingency	\$7,200
Projected Total Cost of Project	\$79,200

CITY MANAGER'S REPORT **PAGE 2**
JUNE 10, 2019 CITY COUNCIL REGULAR MEETING
CREATE CAPITAL IMPROVEMENT PROJECT PK 19-17 SENIOR CENTER
IMPROVEMENTS

REASON FOR RECOMMENDATION:

The Senior Center has begun to show the toll of daily use. The existing flooring is worn and buckled in places, ceiling panels are dirty, water stained, and do not match, and a number of the interior walls need to be cleaned and painted. Staff is proposing to replace the restroom toilets with updated taller ADA compliant toilets and install additional hand rails, as well as repair or replace the existing restroom partitions. Staff is also proposing to replace a failing commercial refrigerator that is used to refrigerate food provided to our seniors daily. The improvement project will be initially funded through the general fund and reimbursed through the CDBG program upon completion of the project.

FISCAL IMPACT:

Staff is requesting the City Council consider a budget amendment for FY 2019-20 of \$79,200 to be reimbursed by grant funding from CDBG funds upon completion of the project. Approval will allow staff to proceed with the Senior Center Improvements.

Revenue

2650-30-01-01-00	\$79,200
------------------	----------

Proposed Budget Amendment

CDBG Fund Transfer Out	
2650-99-00-990-90-10	\$79,200

Increase Transfer In PK 19-17	
3010-9900-393-00-00	\$79,200

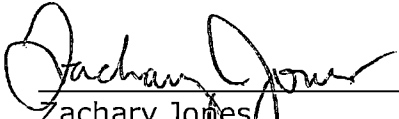
Increase Expense PK 19-17	
3010-80-00-420-12-00	\$79,200

ATTACHMENTS:

- A. Resolution to create CIP PK 19-17 Senior Center Improvements and approve related budget amendment.

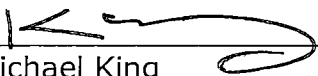
CITY MANAGER'S REPORT
JUNE 10, 2019 CITY COUNCIL REGULAR MEETING
CREATE CAPITAL IMPROVEMENT PROJECT PK 19-17 SENIOR CENTER
IMPROVEMENTS

APPROVALS:




Zachary Jones
Director of Parks and Recreation

6-3-2019
Date



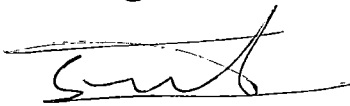
Michael King
Assistant Director of Public Works

6-3-19
Date



Cari James
Director of Finance

6/3/19
Date



Salvador Navarrete
City Attorney

6-3-19
Date



Stephen J. Salvatore
City Manager

6-4-19
Date

RESOLUTION NO. 19-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO
CREATE CIP PK 19-17 SENIOR CENTER IMPROVEMENTS AND APPROVE
RELATED BUDGET AMENDMENT**

WHEREAS, the Senior Center is in need of repairs; and

WHEREAS, the proposed Senior Center improvements will replace existing flooring, repair or replace drop down ceiling items, paint walls, replace toilets and associated restroom partitions, and replace the failing commercial refrigerator; and

WHEREAS, the expenses from the Senior Center improvements will be reimbursed by grant funding through the Community Development Block Grant (CDBG) program upon completion of the project; and

WHEREAS, approval of this item will allow staff to proceed with the refurbishment project;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop approves the creation of CIP PK 19-17 as well as the following budget amendment for the Senior Center improvements.

Revenue

2650-3001-333-01-00 \$79,200

Budget Amendment

General Fund Transfer Out
1010-99-00-990-90-10 \$79,200

Increase Transfer In PK 19-17
3010-9900-393-00-00 \$79,200

Increase Expense PK 19-17
3010-80-00-420-12-00 \$79,200

The foregoing resolution was passed and adopted this 10TH day of June 2019, by the following vote of:

AYES:

NOES:

ABSTAIN:

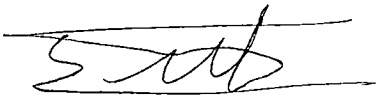
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

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**CITY MANAGER'S REPORT
JUNE 10, 2019 CITY COUNCIL REGULAR MEETING****ITEM: INDUSTRIAL SOLID WASTE LICENSE RENEWAL FOR
FISCAL YEAR 2019-20****RECOMMENDATION: Adopt Resolution Approving Annual Industrial Solid
Waste License Renewal for Stockton Scavengers
Association, Delta Container Corporation and Cal-
Waste Recovery Systems**

SUMMARY:

The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (AB939), has acknowledged that it is within the public interest to authorize and require local agencies to make adequate provisions for solid waste management. The process requires cities and other local agencies to implement plans for source reduction, reuse, and recycling as part of their integrated waste management practices.

In an effort to comply with said legislation, the City of Lathrop adopted Municipal Code Chapter 8.16 (Garbage collection and disposal). Lathrop Municipal Code Section 8.16.140 requires any company that collects industrial solid waste in the City of Lathrop to annually apply for an Industrial Solid Waste Removal License. The City's current industrial solid waste haulers are Stockton Scavengers Association (subsidiary of Waste Management, Inc.), Delta Container Corporation (subsidiary of Allied Waste of San Joaquin County dba Republic Services, Inc.), and Cal-Waste Recovery Systems (Cal-Waste). Staff requests approval of the annual industrial solid waste license renewals for Stockton Scavengers Association, Delta Container Corporation and Cal-Waste Recovery Systems (Cal-Waste).

BACKGROUND:

Lathrop Municipal Code 8.16.140, Section (A) requires any company who collects and removes industrial solid waste within the City of Lathrop to apply annually for an industrial solid waste removal license. Lathrop Municipal Code 8.16.140 also states that the contractor who provides both residential and commercial waste removal service shall not be required to pay the annual license fee.

Delta Container is a subsidiary of Allied Waste dba Republic Services, Inc., which provides both residential and commercial waste collection service and therefore is not required to pay the annual license fee in the sum of two thousand five hundred dollars (\$2,500). However, Delta Container is required to pay the standard eleven percent (11%) of their annual gross receipts and \$92 administration fee, which is set forth by Lathrop Municipal Code 8.16.140.

CITY MANAGER'S REPORT
JUNE 10, 2019 CITY COUNCIL REGULAR MEETING
INDUSTRIAL SOLID WASTE LICENSE RENEWAL FOR FY 2019-20

PAGE 2

Stockton Scavengers Association does not provide residential waste removal service within the City of Lathrop. Therefore, they are required to pay an annual license fee in the sum of two thousand five hundred dollars (\$2,500) and the standard eleven percent (11%) of their annual gross receipts and \$92 administration fee, which is set forth by Lathrop Municipal Code 8.16.140.

Cal-Waste does not provide residential waste removal service within the City of Lathrop. Therefore, they are required to pay the license fee in the sum of \$2,500.00 and the standard eleven percent (11%) of their annual gross receipts and \$92 administration fee, which is by Lathrop Municipal Code 8.16.140.

Our current haulers, Stockton Scavengers Association and Delta Container Corporation, have submitted their annual license renewal application, fee, bonds, insurance, locations serviced, and their financial status report. Our current hauler Cal-Waste has submitted their annual license renewal application, and provided staff with the required documentation, names and addresses of proposed customers, signed statement from customers, financial statement, certificate of insurance and a cash bond.

REASON FOR RECOMMENDATION:

To continue our efforts to meet the terms of the AB939 legislation, and continue implementing plans for source reduction, reuse, and recycling as part of our integrated waste management practices, staff recommends that City Council approve the Industrial Solid Waste Removal License renewals for Stockton Scavenger Association, Delta Container Corporation and Cal-Waste.

FISCAL IMPACT:

Annual gross receipt monies received from these companies will be deposited into the Franchise Tax-Solid Waste Industrial revenue account number 1010-15-10-319-05-05.

The license administration fee(s) in the sum of ninety-two dollars (\$92) received from each company will be deposited into Public Works Administration account number 1010-50-01-341-01-01.

The annual license fee in the sum of two thousand five hundred dollars (\$2,500) received from Stockton Scavenger Association and Cal-Waste will be deposited into the Franchise Tax-Solid Waste Industrial revenue account number 1010-15-10-319-05-05.

CITY MANAGER'S REPORT
JUNE 10, 2019 CITY COUNCIL REGULAR MEETING
INDUSTRIAL SOLID WASTE LICENSE RENEWAL FOR FY 2019-20


PAGE 3

ATTACHMENTS:

- A. Resolution Approving Annual Industrial Solid Waste License Renewal for Stockton Scavenger Association, Delta Container Corporation and Cal-Waste for FY 2019-20.

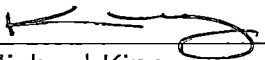
**CITY MANAGER'S REPORT
JUNE 10, 2019 CITY COUNCIL REGULAR MEETING
INDUSTRIAL SOLID WASTE LICENSE RENEWAL FOR FY 2019-20**

APPROVALS:



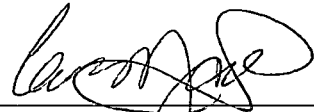
Rosemary Martinez
Administrative Assistant

6.3.19
Date



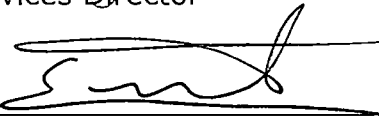
Michael King
Assistant Director of Public Works

5-31-19
Date



Cari James
Finance & Administrative
Services Director

5-31-19
Date



Salvador Navarrete
City Attorney

6-3-19
Date



Stephen J. Salvatore
City Manager

6.3.19
Date

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING ANNUAL INDUSTRIAL SOLID WASTE LICENSE RENEWAL FOR STOCKTON SCAVENGERS ASSOCIATION, DELTA CONTAINER CORPORATION AND CAL-WASTE RECOVERY SYSTEMS FOR FY 2019-20

WHEREAS, Lathrop Municipal Code 8.16.140, Section (A) requires any company which collects and removes industrial solid waste within the City of Lathrop to annually apply for an industrial solid waste removal license; and

WHEREAS, the City's current haulers are Stockton Scavengers Association and Delta Container Corporation; and

WHEREAS, Delta Container is a subsidiary of Allied Waste dba Republic Services, Inc., which provides both residential and commercial waste removal service for the City of Lathrop and therefore is not required to pay the annual license fee; and

WHEREAS, Delta Container is required to pay the standard eleven percent (11%) of their annual gross receipts and \$92 administration fee, which is by Lathrop Municipal Code 8.16.140; and

WHEREAS, Stockton Scavengers Association does not provide residential waste removal service within the City of Lathrop and therefore are required to pay an annual license fee in the sum of two thousand five hundred dollars (\$2,500); and

WHEREAS, Stockton Scavengers Association is required to pay the standard eleven percent (11%) of their annual gross receipts and \$92 administration fee, which is by Lathrop Municipal Code 8.16.140; and

WHEREAS, Cal-Waste Recovery Systems (Cal-Waste) does not provide residential waste removal service within the City of Lathrop and therefore are required to pay a license fee in the sum of two thousand five hundred dollars (\$2,500); and

WHEREAS, Cal-Waste is required to pay the standard eleven percent (11%) of their annual gross receipts and \$92 administration fee, which is by Lathrop Municipal Code 8.16.140; and

WHEREAS, to continue our efforts to meet the terms of the AB939 legislation and continue implementing plans for source reduction, reuse, and recycling as part of their integrated solid waste management practices, staff recommends that City Council approve the Industrial Solid Waste Removal License renewals for Stockton Scavenger Association, Delta Container Corporation and Cal-Waste Recovery Systems (Cal-Waste); and

WHEREAS, the following monies received from these companies will be deposited as follows:

- annual gross receipt monies received from these companies will be deposited into the Franchise Tax-Solid Waste Industrial revenue account number 1010-15-10-319-05-05;

- license administration fee in the sum of ninety-two dollars (\$92) received from these companies will be deposited into Public Works Administration account number 1010-50-01-341-01-01;
- annual license fee in the sum of two thousand five hundred dollars (\$2,500) received from Stockton Scavenger Association and Cal-Waste Recovery Systems (Cal-Waste) will be deposited into the Franchise Tax-Solid Waste Industrial revenue account number 1010-15-10-319-05-05.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Lathrop authorizes the Industrial Solid Waste Licenses renewals for FY 19-20 with Stockton Scavengers Association, Delta Containers Corporation and Cal-Waste Recovery Systems.

The foregoing resolution was passed and adopted this 10th day of June 2019, 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

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**CITY MANAGER'S REPORT
JUNE 10, 2019, CITY COUNCIL REGULAR MEETING**

ITEM: **APPROVE A CONSTRUCTION CONTRACT FOR PAVEMENT MAINTENANCE AND REPAIRS, PURSUANT TO CIP PS 18-01 CITYWIDE ROAD MAINTENANCE AND REPAIR PROGRAM (PHASE I)**

RECOMMENDATION: **Adopt Resolution Approving Construction Contract with DSS Company, DBA Knife River Construction, for Pavement Maintenance and Repairs, Pursuant to CIP PS 18-01 Citywide Road Maintenance and Repair Program (Phase I)**

SUMMARY:

In 2018, City Council approved (CIP) PS 18-01 City-Wide Road Maintenance and Repair Program, currently referred to as the "Pavement Maintenance and Repair Program (PMRP) Phase I", to ensure the maintenance and repair of deteriorating City streets. Contract plans and specifications for this project were completed in March 2019 and were advertised for construction bid on April 5, 2019.

A total of three bids were received that were determined to be responsive and responsible. After review of the three bids, staff requests Council approve a construction contract in the amount of \$515,581.40 to DSS Company, DBA Knife River Construction (Knife River) who submitted the lowest responsive and responsible bid.

Staff also requests Council authorize a 20% construction contingency of \$103,116 for a total project cost not to exceed \$618,697.

BACKGROUND:

City staff established the Pavement Maintenance and Repair Program CIP PS 18-01 Phase I project to maintain proper pavement in sections of along South Harlan Road including:

- 1) S. Harlan Road from E. Louise Avenue to the Taco Bell intersection; and
- 2) S. Harlan Road from 14440 S. Harlan Road to Stonebridge Lane; and
- 3) S. Harlan Road northbound left turn lane at Lathrop Road.

The degraded pavement is the result of poor drainage or insufficient subsurface material and an increase in truck traffic. City staff prioritized these locations as needing immediate attention based on the overall condition of the pavement.

CITY MANAGER'S REPORT **PAGE 2**
JUNE 10, 2019, CITY COUNCIL REGULAR MEETING
APPROVE A CONSTRUCTION CONTRACT FOR THE PAVEMENT MAINTENANCE
AND REPAIR PROGRAM CIP PS 18-01 PHASE I

In March 2019, staff completed the plans and specifications for Phase 1 of the PMRP. The project was advertised for construction bid through Stockton ARC in accordance with Lathrop Municipal Code Section 2.36.060. A total of three bids were received that were determined to be responsive and responsible. The bid results are summarized in Table 1 below:

Table 1: Summary of Bid Results

Contractor	Total Bid
DSS Company, DBA Knife River Construction	\$515,581.40
Mayo Construction	\$794,666.00
George Reed	\$804,577.00

Staff reviewed bids and determined that lowest responsive and responsible bidder is Knife River. Staff requests the City Council adopt a resolution approving a construction contract to Knife River in the amount of \$515,581.40. Staff also requests City Council authorize a 20% construction contingency of \$103,116 and authorize staff to spend the 20% contingency as necessary to achieve the goals of the project for a total cost not to exceed \$618,697.

Staff complied with the CEQA process for this project with the preparation and filing of a Notice of Exemption (NOE) pursuant to the CEQA Guidelines Section 15301(c).

REASON FOR RECOMMENDATION:

PMRP CIP PS 18-01 was included in the Fiscal Year 18/19 and 19/20 budget. Prior to the installation of the proposed improvements, City Council must approve the construction contract.

FISCAL IMPACT:


The proposed contract with Knife River is for a cost of \$515,581.40. A 20% contingency is requested of \$103,116 for a total cost not to exceed \$618,697. The funding allocated in the FY 18/19 and 19/20 budget for the PMRP CIP PS 18-01 is sufficient to fund the construction contract.

ATTACHMENTS:

- A. Resolution Approving a Construction Contract with DSS Company, DBA Knife River Construction, for Pavement Maintenance and Repairs, Pursuant to CIP PS 18-01 Citywide Road Maintenance and Repair Program (Phase I)
- B. Construction Contract with Knife River Construction for Pavement Maintenance Repair Program CIP PS 18-01 Phase I

CITY MANAGER'S REPORT
JUNE 10, 2019, CITY COUNCIL REGULAR MEETING
APPROVE A CONSTRUCTION CONTRACT FOR THE PAVEMENT MAINTENANCE
AND REPAIR PROGRAM CIP PS 18-01 PHASE I

APPROVALS:



Steven J. Medina
Assistant Engineer

6/5/19
Date




Michael King
Assistant Public Works Director

5-31-19
Date



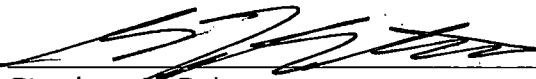
Cari James
Administrative Services &
Director of Finance

6/3/19
Date



Salvador Navarrete
City Attorney

6.3-19
Date



Stephen J. Salvatore
City Manager

6.4.19
Date

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING CONSTRUCTION CONTRACT WITH DSS COMPANY, DBA KNIFE RIVER CONSTRUCTION, FOR PAVEMENT MAINTENANCE AND REPAIRS, PURSUANT TO CIP PS 18-01 CITYWIDE ROAD MAINTENANCE AND REPAIR PROGRAM (PHASE I)

WHEREAS; in 2018, City Council approved the formation of Capital Improvement Project (CIP) PS 18-01, Phase 1 City-Wide Road Maintenance and Repair Program, referred to as the Pavement Maintenance and Repair Program for pavement maintenance and rehabilitation throughout the City of Lathrop (City); and

WHEREAS, the contract plans and specifications for the Pavement Maintenance and Repair Program were completed by staff in May 2019 and the Pavement Maintenance and Repair Program was bid according to the Public Contract Code and Lathrop Municipal Code Section 2.36.060; and

WHEREAS, a total of three bids were received that were determined to be responsive and responsible; and

WHEREAS, the bids were opened on May 21, 2019, by the City Clerk and DSS Company, DBA Knife River Construction (Knife River) was the lowest responsive and bid; and

WHEREAS, staff requests Council approve a construction contract for \$515,581.40 with Knife River who submitted the lowest responsive and responsible bid; and

WHEREAS, staff is also requesting a construction contingency of 20% in the amount of \$103,116 for a total project cost of \$618,697 to accomplish the goals of the project.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby approves a construction contract with DSS Company, DBA Knife River Construction for pavement maintenance and repairs, pursuant to CIP PS 18-01 Citywide Road Maintenance and Repair Program (Phase I) for a cost of \$551,584; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approves a 20% contingency of \$103,116 for a total construction project cost not to exceed \$618,697 and authorities staff to spend this amount to accomplish the goals of the project.

The foregoing resolution was passed and adopted this 10th day of June 2019, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

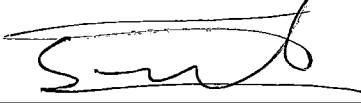
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (hereinafter "Contract") is made on the date set forth below, by and between the **City of Lathrop** (hereinafter "City") and **DSS Company DBA, Knife River Construction** (hereinafter "Contractor").

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

A-1 CONTRACT DOCUMENTS

The complete Contract consists of the following documents, to wit:

1. Notice Inviting Bids
2. Instructions to Bidders
3. Bid Form
4. Construction Contract
5. Payment Bond to Accompany Contract
6. Performance Bond to Accompany Contract
7. General Conditions, Supplemental Conditions and Technical Specifications
8. Working Details and Plans
9. All Addenda and Change Orders
10. City of Lathrop Department of Public Works Design and Construction Standards (current edition at time of bidding)
11. Caltrans Standard Specifications and Standard Plans (2015 edition).

Any and all obligations of the City and the Contractor are fully set forth and described therein. All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all said documents. Unless incorporated herein by express reference, Sections 1 through 9, inclusive, of the Caltrans Standard Specifications are hereby expressly excluded from these contract documents and nothing set forth herein shall be deemed to incorporate Sections 1 through 9, inclusive, by implication.

A-2 THE WORK

The Contractor agrees to furnish all work, labor, tools, materials, transportation, equipment, services and other means of construction necessary to perform and complete in a good and workmanlike manner, those certain improvements entitled:

Phase I - Pavement Maintenance Repair Program (PS 18-01)

as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications.

Construction Contract

A-8 NOTICE

Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner.

- (a) If the notice is given to the City, by personal delivery thereof to the City's Director of Public Works, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the City's Director of Public Works, postage prepaid and certified;
- (b) If the notice is given to the Contractor, by personal delivery thereof to said Contractor or to its duly authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the Contractor at the address set forth in the Contractor's Bid postage prepaid and certified; or
- (c) If the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to such surety or other person, as the case may be, at the address of such surety or person last communicated by it to the party giving the notice, postage prepaid and certified.

A-9 ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Occupational Safety and Health Standards Board of the State of California.

A-10 CONTRACTOR'S WARRANTY

The City shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to said building, work, or equipment or any part thereof, or in, on, or about the same during its construction and before acceptance. Contractor unqualifiedly warrants all work and materials to be free of defects whether performed or installed by it or by any subcontractor or supplier in the project which is the subject of this Contract, unless a lesser quality is expressly authorized in the Plans and Specifications, in which event Contractor unqualifiedly warrants such lesser quality. Contractor further warrants that the work as performed by Contractor, subcontractor, or supplier will conform with the Plans and Specifications or any written authorized deviations therefrom.

A-11 LIQUIDATED DAMAGES

Liquidated damages are as provided in Part V, Section D-8 of the General Conditions of the Contract.

A-12 APPRENTICES

- (a) The Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code concerning employment of apprentices by the Contractor or any subcontractor under him. In addition, Contractor shall obtain a certificate of apprenticeship before employing any apprentice pursuant to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code.
- (b) Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- (c) Knowing violations of Section 1777.5 will result in forfeiture not to exceed one hundred dollars (\$100) for each calendar day of non-compliance pursuant to Section 1777.7.

A-13 HOURS OF WORK

Eight (8) hours of work in any calendar day shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to the City, twenty-five dollars (\$25) for each worker employed in the execution of work on the Project by the Contractor or any subcontractor under him 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 calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of the Contractor and his subcontractors in excess of eight hours per day at not less than one and one half times the basic rate of pay, as provided in Labor Code section 1815.

A-14 PAYROLL RECORDS

Pursuant to Labor Code section 1776, as amended from time to time, the Contractor and each subcontractor shall keep records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the work. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.

The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- (a) A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

Construction Contract

- (b) A certified copy of all payroll records shall be made available for inspection or furnished upon request, or as required by Labor Code section 1771.7 to the City, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- (c) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that if request by the public shall be made through either the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, if as requested, payroll records have been provided pursuant to paragraph (b), the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractors and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.

The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) calendar days after receipt of a written request.

Any copy of records made available for inspection as copies and furnished upon request to the public or the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor or any subcontractor performing work on the Project shall not be marked or obliterated.

The Contractor shall inform the City of the location of the payroll records, including the street address, city and county, and shall, within five (5) calendar days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this section, the Contractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this section. Should noncompliance still be evident after such ten (10) calendar day period, the Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalties shall be withheld from payments due Contractor.

A-15 PREVAILING WAGES

- (a) The Contractor is aware of the requirements of California Labor Code Sections 1720 *et seq.* and 1770 *et seq.*, as well as California Code of Regulations, Title 8, section 16000 *et seq.* ("Prevailing Wage Laws") which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Contract involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages applicable to the work to be performed by

Construction Contract

subcontractors from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at <http://www.dir.ca.gov/dlsr/PWD/index.htm>. In the alternative, the City shall provide Contractor with a copy of the prevailing rates of per diem wages applicable to the work to be performed by subcontractors. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

- (b) The Contractor and each subcontractor shall forfeit as a penalty to the City not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rate for any work done by him, or by any subcontract under him, in violation of the provisions of the California Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

A-16 SEVERABILITY

Nothing contained in the Contract shall be construed so as to require the commission of any act contrary to law. Should a conflict arise between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract or act, the latter shall prevail and the provision of this Contract which is affected shall be curtailed and limited but only to the extent necessary to bring it within the requirements of the law. If such curtailment or limitation is not possible, the affected provision shall be of no force and effect. Except as aforesaid, such illegality shall not affect the validity of this Contract.

A-17 COMPLETE AGREEMENT

This Contract supersedes any and all agreements, either oral or in writing, between the Parties with respect to the subject matter herein. Each party to this Contract acknowledges that no representation by any party which is not embodied herein or any other agreement, statement, or promise not contained in this Contract shall be valid and binding.

A-18 INTERPRETATION

- (a) The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Contract with legal counsel, and/or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions of the Contract.
- (b) In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions

Construction Contract

herein and no presumption shall arise concerning the draftsmanship of such provision.

A-19 APPLICABLE LAW

- (a) The parties hereto understand and agree that the terms of this Contract, and its Exhibits, have been negotiated and executed within the State of California and shall be governed by and construed under the laws of the State of California.
- (b) In the event of a dispute concerning the terms of this Contract, the parties hereto expressly agree that the venue for any legal action shall be with the appropriate court in the County of San Joaquin, State of California.

A-20 AUTHORITY TO EXECUTE

Each signatory to this Contract warrants that he or she is authorized to enter into this Contract on behalf of his or her principal.

Construction Contract

IN WITNESS WHEREOF, three (3) identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the day and year first herein written.

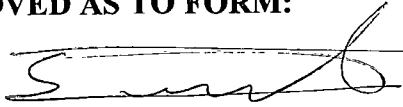
DATED this _____ day of _____, 2019.

CONTRACTOR:

By: _____

Title: _____

APPROVED AS TO FORM:

By:  _____

Salvador Navarrete
City Attorney

CITY OF LATHROP:

By: _____

Stephen J. Salvatore
City Manager

**CONTRACTOR'S CERTIFICATE REGARDING
WORKER'S COMPENSATION**

TO: Michael King, Assistant Public Works Director
390 Towne Centre Drive
Lathrop, CA 95330

I am aware of the provisions of Section 3700 of the Labor Code of the State of California which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

CONTRACTOR:

By: _____

Title: _____

(Business Address)

(Place of Residence)

Performance Bond

PERFORMANCE BOND TO ACCOMPANY CONTRACT

Know All Men by These Presents:

THAT WHEREAS, the City of Lathrop awarded to _____, as principal, hereinafter designated as the "Contractor," a contract for the work described as follows:

Phase I -Pavement Maintenance & Repair Program (PS 18-01)

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract guaranteeing the faithful performance thereof;

NOW, THEREFORE, We the undersigned Contractor and Surety, are held and firmly bound unto the City of Lathrop, in the sum of _____ dollars (\$ _____), to be paid to the said City, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

The **CONDITION** of this obligation is such,

That if the above Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing Contract and any alteration thereof made as therein provided, on its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Lathrop, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue. In case suit is brought upon this bond the said surety or sureties shall pay all court costs, expenses and the reasonable attorney's fees fixed by the court in the event the claimant is deemed to be the prevailing party.

And the said surety, for value received, hereby stipulated and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect is obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

Performance Bond

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____
day of _____, 2019.

Contractor

_____ (Seal)

By: _____
Attorney-in-fact

PAYMENT BOND TO ACCOMPANY CONTRACT

Know All Men by These Presents:

THAT WHEREAS, The City of Lathrop has awarded to _____, as principal, hereinafter designated as the "Contractor," a Contract for the work described as follows:

Phase I -Pavement Maintenance & Repair Program (PS 18-01)

AND WHEREAS, said Contractor is required by the provisions of Chapter 7, Title 15, Part 4, Division 3, section 3247 *et seq.*, Civil Code, to furnish a bond in connection with said contract;

NOW, THEREFORE, We the undersigned Contractor and surety are held and firmly bound unto the City of Lathrop in the sum of _____ dollars (\$ _____), said sum being determined consistent with the provisions of section 3248 of the Civil Code, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Contractor, its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay any materials, provisions, provender, or other supplies or teams, implements or machinery used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, as required by the provisions of Chapter 7, Title 15, Part 4, Division 3, section 3247 *et seq.* of the Civil Code, and provided that the claimant shall have complied with the provisions of said Code, the surety or sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond the said surety or sureties will pay all court costs, expenses and the reasonable attorney's fees fixed by the court in the event the claimant is deemed to be the prevailing party.

This bond shall inure to the benefit of any and all persons, companies or corporations entitled to file claims under section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said surety, for value received, hereby stipulated and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect is obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____
day of _____, 2019.

Contractor

_____ (Seal)

By: _____
Attorney-in-fact

NOTE: If Contractor is a Partnership, all parties must execute the Bond.

IMPORTANT: Surety companies executing Bonds must be acceptable to the City and meet all of the State of California bonding requirements, as defined in Code of Civil Procedure section 995.120, and is authorized by the State of California, and all documents required by Code of Civil Procedure section 995.660, to the extent required by law.

NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence that the appointment as attorney in fact has been recorded in San Joaquin County.

**CITY MANAGER'S REPORT
JUNE 10, 2019, CITY COUNCIL REGULAR MEETING**

ITEM: MEMORANDUM OF AGREEMENT (MOA) FOR THE DEVELOPMENT OF THE SAN JOAQUIN COUNTY GROUNDWATER SUSTAINABILITY PLAN FOR THE TRACY GROUNDWATER SUB-BASIN

RECOMMENDATION: Adopt Resolution Approving the City of Lathrop Groundwater Sustainability Agency to Enter into a Memorandum of Agreement for the Development of the San Joaquin County Groundwater Sustainability Plan for the Tracy Groundwater Sub-basin

SUMMARY:

In order to meet requirements of the Sustainable Groundwater Management Act (SGMA), staff requests Council approval of a Memorandum of Agreement (MOA) for the Development of the San Joaquin County Groundwater Sustainability Plan (GSP) for the Tracy Groundwater Sub-basin. This MOA is made and entered into by and between the Banta-Carbona Irrigation District, Byron-Bethany Irrigation District Groundwater Sustainability Agency (GSA), City of Tracy GSA, City of Lathrop GSA, San Joaquin County GSA, Stewart Tract GSA and West Side Irrigation District GSA (known collectively hereafter as the "GSAs" or "Partners").

Grant funding from the State Department of Water Resources (DWR) has been secured by the City of Brentwood and will be made available to the GSAs for the development of the Tracy Sub-basin GSP. The GSAs have selected San Joaquin County as the lead entity to enter into an agreement with the City of Brentwood to coordinate the allocation of grant funds. The County also intends to utilize its Water Investigation Zone No. 2 funds that are collected through parcel taxes assessed by the County to meet the required local cost-share amount on behalf of the GSAs.

The County will also be the lead entity for an agreement with a Consultant to complete the GSP, and will solicit input from the GSAs for the consultant selection. The cost of such consultant services agreement to prepare a single GSP for the Tracy Sub-basin shall not exceed \$578,192, of which the County will be reimbursed \$461,695 from the DWR grant. There are sufficient funds allocated within the 2018-2019 Fiscal Year Budget and the County will pay any difference in cost. No additional funds are required from the GSA's under this agreement.

**MOA FOR THE DEVELOPMENT OF THE SJC GROUNDWATER
SUSTAINABILITY PLAN FOR THE TRACY GROUNDWATER SUB-BASIN**

BACKGROUND:

On August 29, 2014, the California Legislature passed comprehensive groundwater legislation contained in Senate Bills 1168 and 1319, and Assembly Bill 1739, which are collectively referred to as the "Sustainable Groundwater Management Act", or SGMA. This legislation was signed by Governor Brown on September 16, 2014 and it became effective on January 1, 2015. The legislative intent of SGMA is to provide sustainable management of groundwater basins, enhance local management of groundwater, establish minimum standards for sustainable groundwater management, and provide local groundwater agencies with the authority and the technical and financial assistance necessary to sustainably manage groundwater.

The Tracy Sub-basin is designated by the State as a medium priority basin and thus requires an approved GSP by January 31, 2022. SGMA requires that all sub-basins designated as being in medium priority be managed by one or more GSAs and covered by a single GSP or a coordinated set of GSPs. If the statutory deadline is not met for GSP development and/or implementation, the State has the authority to intervene and manage groundwater within non-compliant sub-basins. SGMA requires that adopted GSPs result in sustainable groundwater management which avoids undesirable results.

Originally, the Tracy Sub-basin contained areas of the San Joaquin, Contra Costa and Alameda Counties. A grant application was submitted by the City of Brentwood to DWR on December 27, 2018, on behalf of the original Tracy Sub-basin. This application included funds to develop the San Joaquin County portion of the GSP. After Grant award, the Contra Costa County area was removed from the Tracy Sub-basin, while the City of Lathrop was added, forming the new Tracy Sub-basin boundary.

The Banta-Carbona Irrigation District, Byron-Bethany Irrigation District, City of Tracy, City of Lathrop, Stewart Tract, West Side Irrigation District, and the San Joaquin County (County) are GSAs within the new Tracy Sub-basin, and are hereafter referred collectively as GSAs. The GSAs recognize that developing and adopting a single GSP for the sub-basin would be the most efficient way of achieving sustainability and preventing State intervention into local groundwater management.

On October 3, 2016, the City of Lathrop adopted Resolution No. 16-4138 electing the City of Lathrop GSA for the portion of the Eastern San Joaquin Groundwater Sub-Basin within the City of Lathrop prior to the boundary modification. This agency is still in place and is comprised of Lathrop Council and will serve as GSA in the new basin.

JUNE 10, 2019, CITY COUNCIL REGULAR MEETING**MOA FOR THE DEVELOPMENT OF THE SJC GROUNDWATER SUSTAINABILITY PLAN FOR THE TRACY GROUNDWATER SUB-BASIN**

Working with the County and the Tracy Sub-Basin GSAs, an MOA has been developed for the Development of the San Joaquin County GSP for the Tracy Groundwater Sub-basin. Under the terms of the MOA, the County is designated as the lead entity to enter into an agreement with the City of Brentwood to coordinate the allocation of grant funds. The County also intends to utilize its Water Investigation Zone No. 2 funds, which are collected through a parcel tax assessed by the County, to meet the required local cost-share amount on behalf of the GSAs.

The County intends to enter into a consultant services agreement to complete the GSP, and will solicit input from the GSAs for the consultant selection. The cost of such consultant services agreement to prepare a single GSP for the Tracy Sub-basin shall not exceed \$578,192, of which the County will be reimbursed \$461,695 from the DWR grant.

Under the terms of the MOA, a GSP Coordination Committee will oversee and implement the agreement. Each GSA will designate an appointee for the Committee to act as a principal contact person for that GSA. The GSAs may also designate consultants or alternates as a Member to the GSP Coordination Committee. The County will be responsible to coordinate and preside over GSP Coordination Meetings

REASON FOR RECOMMENDATION:

Staff requests approval for the City of Lathrop GSA to enter into the MOA for the Development of the San Joaquin County GSP for the Tracy Groundwater Sub-basin in order to meet the requirements of the SGMA.

FISCAL IMPACT:


The cost of such consultant services agreement to prepare a single GSP for the Tracy Sub-basin shall not exceed \$578,192, of which the County will be reimbursed \$461,695 from the DWR grant. There are sufficient funds allocated within the 2018-2019 Fiscal Year Budget and the County will pay any difference in cost. No additional funds are required from the GSA's under this agreement.

ATTACHMENTS:

- A. Resolution Approving the City of Lathrop Groundwater Sustainability Agency to Participate in a Memorandum of Agreement for the Development of the San Joaquin County Groundwater Sustainability Plan for the Tracy Groundwater Sub-basin
- B. Memorandum of Agreement for the Development of the San Joaquin County Groundwater Sustainability Plan for the Tracy Groundwater Sub-basin

CITY MANAGER'S REPORT **PAGE 4**
JUNE 10, 2019, CITY COUNCIL REGULAR MEETING
MOA FOR THE DEVELOPMENT OF THE SJC GROUNDWATER
SUSTAINABILITY PLAN FOR THE TRACY GROUNDWATER SUB-BASIN

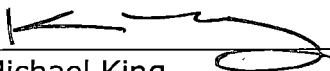
APPROVALS:



Greg Gibson
Senior Civil Engineer

6/3/19

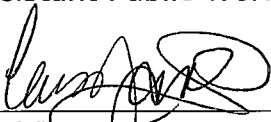
Date



Michael King
Assistant Public Works Director

5-31-19

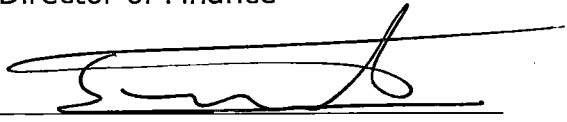
Date



Cari James
Administrative Services &
Director of Finance

6/3/19

Date



Salvador V. Navarrete
City Attorney

6-3-19

Date



Stephen J. Salvatore
City Manager

6.3.19

Date

RESOLUTION NO. 19 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE CITY OF LATHROP GROUNDWATER SUSTAINABILITY AGENCY TO PARTICIPATE IN A MEMORANDUM OF AGREEMENT FOR THE DEVELOPMENT OF THE SAN JOAQUIN COUNTY GROUNDWATER SUSTAINABILITY PLAN FOR THE TRACY GROUNDWATER SUB-BASIN

WHEREAS, on August 29, 2014, the California Legislature passed comprehensive groundwater legislation contained in Senate Bills 1168 and 1319, and Assembly Bill 1739, which are collectively referred to as the "Sustainable Groundwater Management Act", or SGMA, that was signed by Governor Brown on September 16, 2014 and became effective on January 1, 2015; and

WHEREAS, the Tracy Sub-basin is designated by the State as a medium priority basin and thus requires an approved Groundwater Sustainability Plan (GSP) by January 31, 2022; and

WHEREAS, SGMA requires that all sub-basins designated as being in medium priority be managed by one or more Groundwater Sustainability Agencies (GSAs) and covered by a single GSP or a coordinated set of GSPs; and

WHEREAS, in order to meet requirements of the Sustainable Groundwater Management Act (SGMA), staff requests approval of a Memorandum of Agreement (MOA) for the Development of the San Joaquin County Groundwater Sustainability Plan (GSP) for the Tracy Groundwater Sub-basin; and

WHEREAS, this MOA is made and entered into by and between the Banta-Carbona Irrigation District, Byron-Bethany Irrigation District Groundwater Sustainability Agency (GSA), City of Tracy GSA, City of Lathrop GSA, San Joaquin County GSA, Stewart Tract GSA and West Side Irrigation District GSA (known collectively hereafter as the "GSAs" or "Partners"); and

WHEREAS, the City of Lathrop adopted Resolution No. 16-4138 electing the City of Lathrop GSA for the portion of the Eastern San Joaquin Groundwater Sub-Basin within the City of Lathrop and is still in place and comprised of Lathrop Council and will serve as GSA in the new basin.

WHEREAS, grant funding from the State Department of Water Resources (DWR) has been secured by the City of Brentwood and will be made available to the GSAs for the development of the Tracy Sub-basin GSP; and

WHEREAS, the GSAs have selected San Joaquin County as the lead entity to enter into an agreement with the City of Brentwood to coordinate the allocation of grant funds; and

WHEREAS, the County also intends to utilize its Water Investigation Zone No. 2 funds that are collected through parcel taxes assessed by the County to meet the required local cost-share amount on behalf of the GSAs; and

WHEREAS, the County will also be the lead entity for an agreement with a Consultant to complete the project; and

WHEREAS, the County intends to enter into a consultant services agreement to complete the GSP, and will solicit input from the GSAs for the consultant selection; and

WHEREAS, the cost of such consultant services agreement to prepare a single GSP for the Tracy Sub-basin shall not exceed \$578,192, of which the County will be reimbursed \$461,695 from the DWR grant; and

WHEREAS, sufficient funds are allocated within the 2018-2019 Fiscal Year Budget and additional funds are not required from the GSA's under this agreement; and

WHEREAS, approval to enter into an MOA for the Development of the San Joaquin County GSP for the Tracy Groundwater Sub-basin is requested in order to meet requirements of the SGMA.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby approves the City of Lathrop Groundwater Sustainability Agency to enter into a Memorandum of Agreement for the development of the San Joaquin County Groundwater Sustainability Plan for the Tracy Groundwater Sub-basin.

The foregoing resolution was passed and adopted this 10th day of June, 2019, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:


ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

**MEMORANDUM OF AGREEMENT
FOR THE DEVELOPMENT OF THE SAN JOAQUIN
COUNTY GROUNDWATER SUSTAINABILITY PLAN
FOR
THE TRACY GROUNDWATER SUBBASIN**

THIS MEMORANDUM OF AGREEMENT (“**Agreement**”) is entered into and effective this _____ day of _____ 2019 (“**Effective Date**”), by and between the Banta-Carbona Irrigation District Groundwater Sustainability Agency (“**GSA**”), Byron-Bethany Irrigation District, City of Tracy GSA, City of Lathrop GSA, San Joaquin County GSA, Stewart Tract GSA, and The West Side Irrigation District GSA (all hereafter known individually as a “**Partner**” or “**GSA**,” and collectively as “**Partners**” or “**GSAs**”).

RECITALS

WHEREAS, on August 29, 2014, the California Legislature passed comprehensive groundwater legislation contained in Senate Bills 1168 and 1319, and Assembly Bill 1739, which is collectively referred to as the “Sustainable Groundwater Management Act” (“**SGMA**”); and

WHEREAS, Governor Brown signed the legislation on September 16, 2014 and it became effective on January 1, 2015; and,

WHEREAS, the legislative intent of SGMA is to provide sustainable management of groundwater basins, to enhance local management of groundwater, to establish minimum standards for sustainable groundwater management, and to provide local groundwater agencies with the authority and the technical and financial assistance necessary to sustainably manage groundwater; and,

WHEREAS, SGMA also requires that by January 31, 2022, all high- or medium-priority basins that are not subject to critical conditions of overdraft shall be managed either under a single Groundwater Sustainability Plan (“**GSP**”), coordinated GSPs prepared by GSAs managing the basin, or an alternative plan, as provided in California Water Code Section 10720.7(a); and,

WHEREAS, the Partners are GSAs within the Tracy Subbasin which is designated as Basin Number 5-22.15 by the State of California Department of Water Resources (“**DWR**”); and,

WHEREAS, the City of Brentwood, on behalf of the Tracy Subbasin GSAs in East Contra Costa County and GSAs in Alameda and San Joaquin Counties, filed a grant application to DWR for the preparation their respective GSPs; and,

WHEREAS, on December 27, 2018, DWR and the City of Brentwood entered into Agreement No. 4600012648 (“**Grant Agreement**”) in the amount of One Million Dollars (\$1,000,000), in order to develop the East Contra Costa GSP, and the San Joaquin County GSP; and,

WHEREAS, the San Joaquin County GSP is comprised of the Partners within the Tracy Subbasin; and,

WHEREAS, the Grant Agreement (see **ATTACHMENT A**) contains a Work Plan and Budget summarizing the work and cost allocation towards Grant Administration (“**Component 1**”), East Contra Cost GSP development (“**Component 2**”) and San Joaquin County GSP development (“**Component 3**”); and,

WHEREAS, on February 11, 2018, the DWR published the final Basin Boundary Modifications effectively creating the East Contra Costa Subbasin separate and distinct from the San Joaquin and Alameda County portions of the Tracy Subbasin; and,

WHEREAS, despite this modification, the City of Brentwood is still the Party to the Grant Agreement overseeing grant funds for the Tracy Subbasin; and

WHEREAS, the Partners seek to collectively develop a single GSP for the Alameda and San Joaquin County remainder of the Tracy Subbasin (“**Tracy Subbasin GSP**”).

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions herein set forth, the Partners agree as follows:

ARTICLE I: TERM OF AGREEMENT

This Agreement shall be effective as of the Effective Date and shall terminate once the Tracy Subbasin GSP has been approved by DWR.

ARTICLE II: GSP DEVELOPMENT FUNDING

The County of San Joaquin (County) shall use best efforts to obtain the San Joaquin County portion of the City of Brentwood’s grant funds from California Department of Water Resources ("DWR") grant to finance the cost of preparing a single-GSP for the Tracy Subbasin. County intends to utilize its Water Investigation Zone No. 2 funds to meet the required local cost-share amount on behalf of the Partners. County also intends to enter into a consultant services agreement to complete the Tracy Subbasin GSP. County shall seek input from the Partners to select a well-qualified consultant. The cost of such a consultant services agreement to prepare the Tracy Subbasin GSP shall not exceed \$578,192, of which County will be reimbursed \$461,695 from the DWR grant, and County has not committed to provide any additional funding in excess of \$578,192.

ARTICLE III: AMENDMENT AND WITHDRAWAL

A. Amendment. This Agreement may be amended from time to time by written agreement executed by all Partners.

B. Withdrawal. Subject to the requirements identified in SGMA, and any coordination requirements under SGMA, a Partner may unilaterally withdraw from this Agreement without causing or requiring termination of this Agreement, effective upon thirty (30) days prior written notice to the County and all other Partners. The County shall report any such withdrawal to DWR within five (5) days of receipt of the written notice.

C. Continuing Obligation. Upon withdrawal, a Partner agrees that it has a continuing obligation to comply with SGMA, which requires a coordination agreement if there are multiple GSPs in the Subbasin. This obligation shall survive the withdrawal from this Agreement and is for the express benefit of the remaining Partners.

ARTICLE IV: GSP COORDINATION COMMITTEE

The GSP Coordination Committee (“**Committee**”) shall oversee and implement this Agreement. Each Partner shall designate an appointee (“**Member**”) for the Committee to act as a principal contact person for that Partner, who may be changed from time to time, to participate on such Partner’s behalf in activities undertaken by the Committee pursuant to this Agreement. Partners may designate consultants or alternates as a Member.

ARTICLE V: GSP COORDINATION MEETINGS

A. Grant Administrator. The Partners hereby appoint San Joaquin County as the Grant Administrator. The Grant Administrator can be changed from time to time by the Partners by a simple majority vote. The Grant Administrator will be responsible for scheduling, producing agendas, presiding over the Committee Meetings, coordinating the Component 3 Work Plan among the Partners and the City of Brentwood.

B. Timing and Notice. The Grant Administrator or any two (2) Members, may call meetings of the Committee as needed to carry out the activities described in this Agreement. The Committee may, but is not required to, set a date for regular meetings for the purposes described in this Agreement.

C. Quorum. A quorum shall consist of a simple majority of the Members. Alternatively, the Coordinator may adjourn a meeting of the Committee to a specified time, date and place if there is less than a quorum of members present for a meeting.

D. Voting Rights. Each Member shall be entitled to one (1) vote; provided, however that if a matter being decided by the Committee will have a disproportionate effect on the financial obligations of the Partners, then each Member shall be entitled to cast a vote weighted in proportion to the financial obligation or benefit of the Partners. It shall be up to each Partner to determine how the Member’s vote will be cast.

E. Committee Approval of Tracy Subbasin GSP. The Tracy Subbasin GSP shall be presented to each Partner's governing body only upon a two-thirds (2/3) super majority vote of the Committee.

F. Governing Body Approval. The Partners agree that, following approval of the Tracy Subbasin GSP by the Committee, the governing body of each Partner, in its role as the GSA in its area, will consider adoption of the Tracy Subbasin GSP.

G. Delivery to DWR. The Committee shall deliver the Tracy Subbasin GSP to DWR following approval by the governing body of each Partner.

H. Recognition. The Partners recognize that the Tracy Subbasin GSP shall only be effective in each GSA area where the governing body for that area adopts the Tracy Subbasin GSP. The Partners recognize that the failure to adopt and submit a GSP for the sustainable management of the Tracy Subbasin by January 31, 2022, may result in all or a portion of the Tracy Subbasin being designated as a "probationary basin" by the State Water Resources Control Board pursuant to Water Code sections 10735-10736.6.

ARTICLE VI:

RESPONSIBILITIES OF THE PARTIES.

A. Exchange of Data and Information. The Partners acknowledge and recognize that in order to successfully prepare a GSP they may need to exchange information amongst and between themselves.

B. The Partners shall exchange public and non-privileged information through collaboration and/or informal requests made by the Committee. However, to the extent it is necessary to make a written request for information to another Partner, each Partner shall designate a representative to respond to information requests and provide the name and contact information of the designee to the Committee. Requests may be communicated in writing and transmitted in person or by mail, facsimile machine, or other electronic means to the appropriate representative as named in this Agreement. The designated representative shall respond in a reasonably timely manner.

C. The Partners agree that each Partner shall provide the data required to develop the coordinated water budget, but unless required by law, will not be required to provide individual well or parcel-level information in order to preserve confidentiality of individuals to the extent authorized by law, including but not limited to Water Code Section 10730.8, subdivision (b).

D. Obligation to Coordinate. The Partners agree to work collaboratively to meet the objectives of SGMA and this Agreement. Each Partner is a GSA and acknowledges that it is bound by the terms of this Agreement as an individual Partner.

ARTICLE VII: POWERS RESERVED TO THE PARTNERS

Each of Partners, as individual GSAs, in their discretion, retain the sole and exclusive right to:

A. Function as a GSA or to become a GSA individually or collectively within the Partner's boundaries or the Management Area managed in whole or in part by such Partner.

B. Exercise discretion as a GSA to approve the Tracy Subbasin GSP, prepared in accordance with this Agreement as applicable to the Partner's GSA boundaries.

C. Implement the Tracy Subbasin GSP in such Partner's boundaries.

D. Notwithstanding anything to the contrary in this Agreement, no special activities pursuant to the Tracy Subbasin GSP developed or adopted hereunder shall be undertaken within the geographic or service area boundaries of any GSA that is a Partner to this Agreement unless that Partner has formally and expressly consented and agreed to the activity proposed.

E. Exercise the powers, without limitation, conferred to a GSA by SGMA.

ARTICLE VIII: COMPLIANCE WITH LAWS

In any action taken pursuant to this Agreement, the Partners shall comply with all applicable statutes, laws, and regulations, specifically including, but not limited to, SGMA and its implementing regulations, as they now exist or as they may be amended or promulgated from time to time. To the extent that this Agreement conflicts with or does not accurately reflect any applicable statutes, laws, or regulations now existing or as amended or promulgated from time to time, the laws, statutes, and regulations shall govern. To the extent that any applicable statutes, laws, or regulations are amended or newly promulgated in such a manner that causes this Agreement to conflict with, or no longer accurately reflect, such statutes, laws, or regulations, this Agreement shall be modified, in writing, by all Partners, in order to comport with the newly amended or promulgated statutes, laws, or regulations.

ARTICLE IX: GENERAL PROVISIONS

A. Binding on Successors. Except as otherwise provided in this Agreement, the rights and duties of the Partners may not be assigned or delegated without the approval of the non-assigning Partner. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Partners hereto.

B. Notice. Any notice or instrument required to be given or delivered under this Agreement may be made by: (a) depositing the same in any United States Post Office, postage prepaid, and shall be deemed to have been received at the expiration of 72 hours after its deposit in the United States Post Office; (b) transmission by facsimile copy to the addressee; (c) transmission by electronic mail; or (d) personal delivery, to the address specified for each Partner in **ATTACHMENT B**.

C. Counterparts. This Agreement may be executed by the Partners in separate counterparts, each of which when so executed and delivered shall be an original. All such counterparts shall together constitute but one and the same instrument.

D. Choice of Law and Venue. This Agreement shall be governed by the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court located in Stockton, California. The Partners consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

E. Severability. If one or more clauses, sentences, paragraphs or provisions of this Agreement are held to be unlawful, invalid or unenforceable, it is hereby agreed by the Partners that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provisions shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

F. Headings. The paragraph headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the Partners to this Agreement.

G. Construction and Interpretation. This Agreement has been arrived at through negotiation and each Partner has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Partner shall not apply in the construction or interpretation of this Agreement.

H. Waivers. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement and forbearance to enforce one or more of the remedies provided in this Agreement shall not be deemed to be a waiver of that remedy.

I. Third Partner Beneficiaries. This Agreement shall not create any right or interest in any non-Partner or in any member of the public as a third Partner beneficiary.

J. Entire Agreement. This Agreement constitutes the entire agreement between the Partners and supersedes all prior agreements and understandings, written or oral. This Agreement may only be amended by written instrument executed by all Partners.

K. The Partners acknowledge and agree that this Agreement does not create a legal entity with power to sue or be sued, to enter into contract, or to enjoy the benefits or accept the obligations of a legal entity.

IN WITNESS WHEREOF, the Partners have executed this Agreement on the day and year first above-written.

SIGNATURES CONTAINED ON FOLLOWING PAGES

BANTA-CARBONA IRRIGATION DISTRICT GROUNDWATER SUSTAINABILITY
AGENCY

By _____
Title _____
Date _____

Attest: _____
Secretary

BYRON-BETHANY IRRIGATION DISTRICT

By _____
Title _____
Date _____

Attest: _____
Secretary

CITY OF TRACY GROUNDWATER SUSTAINABILITY AGENCY

By _____
Title _____
Date _____

Attest: _____
Secretary

CITY OF LATHROP GROUNDWATER SUSTAINABILITY AGENCY

By _____
Title _____
Date _____

Attest: _____
Clerk

SAN JOAQUIN COUNTY GROUNDWATER SUSTAINABILITY AGENCY

By _____
Title _____
Date _____

Attest: _____
Clerk

STEWART TRACT GROUNDWATER SUSTAINABILITY AGENCY

By _____
Title _____
Date _____

Attest: _____
Secretary

THE WESTSIDE IRRIGATION DISTRICT GROUNDWATER SUSTAINABILITY AGENCY

By _____
Title _____
Date _____

Attest: _____
Secretary

ATTACHMENT A
DWR GRANT AGREEMENT No. 4600012648

**ATTACHMENT B
LIST OF PARTNERS AND CONTACT**

Partner	Representative's Name	Email	Phone	Mailing Address
Banta-Carbona ID GSA	David Weisenberger	bcid@inreach.com	(209) 835-4670	3514 W. Lehman Road Tracy, California 95304
Byron-Bethany ID	Rick Gilmore	R.gilmore@bbid.org	(209) 835-0503	
City of Tracy GSA	Steve Bayley	Steveb@ci.tracy.ca.us	(209) 831-6356	
Lathrop GSA	Greg Gibson	ggibson@ci.lathrop.ca.us	(209) 941-7442	390 Towne Center Drive Lathrop, CA 95330
San Joaquin County GSA	Brandon Nakagawa	bnakagawa@sjgov.org	(209) 953-7460	
Stewart Tract GSA	Ryan Alameda	ralameda@riverislands.com	(209) 879-7900	
The West Side ID GSA	Rick Gilmore	R.gilmore@bbid.org	(209) 835-0503	P.O. Box 177 Tracy, CA 95378-0177

**CITY MANAGER'S REPORT
JUNE 10, 2019 CITY COUNCIL REGULAR MEETING**

ITEM: **APPROVE TASK ORDER NO. 2 WITH ASCENT ENVIRONMENTAL, INC. FOR THE SURFACE WATER DISCHARGE PROJECT**

RECOMMENDATION: **Adopt a Resolution Approving Task Order No. 2 with Ascent Environmental, Inc. to Prepare the Phase 1 CEQA Documents for the Surface Water Discharge Project and Approve Related Amendment**

SUMMARY:

The City has initiated the Surface Water Discharge Project to construct the necessary infrastructure to allow discharge of tertiary treated effluent into the San Joaquin River. In order to continue with the project, the City needs to prepare the necessary environmental documents to comply with the California Environmental Quality Act (CEQA).

On April 30, 2019 City staff approved a Master Agreement with Ascent Environmental, Inc. (consultant) to provide professional planning and environmental services to the City. The Master Agreement allows work to be added with Task Orders approved by Council when necessary. At staff's request, Ascent Environmental, Inc. prepared and submitted the attached Scope of Work (Attachment 2) to perform the necessary CEQA documents.

Tonight, staff is requesting Council approval of Task Order No. 2 to prepare the Phase 1 CEQA documents for the Surface Water Discharge Project.

BACKGROUND:

The City is proposing to construct the necessary infrastructure and obtain a National Pollutant Discharge Elimination System (NPDES) permit from the Central Valley Regional Water Quality Control Board (RWQCB) to allow discharge of tertiary treated effluent into the San Joaquin River as part of managing its overall water supplies through buildout. At staff's request, Ascent Environmental, Inc. prepared and submitted the attached Scope of Work (Attachment 2) to perform the necessary CEQA documents. As part of their Phase 1 scope, the consultant will assist the City by developing a detailed Project Description for the Environmental Impact Report (EIR), preparing an Initial Study to focus assessment efforts for the EIR, prepare the Notice of Preparation (NOP), conduct a scoping meeting, and attend meetings with the City and regulatory agencies. Upon completion of Phase 1 services, the consultant will be able to develop a Work Program for Phase 2 services, which will include the preparation of the EIR and completion of the CEQA process for the project.

**CITY MANAGER'S REPORT
JUNE 10, 2019 CITY COUNCIL REGULAR MEETING
TASK ORDER NO. 2 WITH ASCENT ENVIRONMENTAL, INC.**

PAGE 2

REASON FOR RECOMMENDATION:

Obtaining a permit to allow discharge of tertiary treated effluent into the San Joaquin River is a great benefit to the City. This will potentially reduce the amount of land used for ponds and sprayfields and provide an opportunity to convert these areas into developable land.

Ascent Environmental, Inc. provides effective and reliable professional consulting services and is well qualified to prepare the necessary CEQA documents for the Surface Water Discharge Project.

FISCAL IMPACT:

The funds required for Task Order No. 2 will be fully funded by River Islands Development. The developer has executed a funding authorization. The proposed scope of work is an amount not to exceed \$91,287. Staff is requesting the City Council to approve a budget amendment as follows:

Fiscal Year 2019-2020

Increase Revenue

6080-5034-371-9000	\$91,287
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Increase Expense

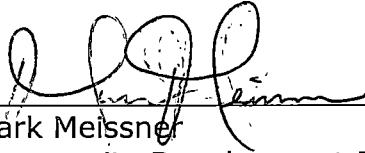
6080-5034-420-0100	\$91,287
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ATTACHMENTS:

1. Resolution approving Task Order No. 2 with Ascent Environmental, Inc.
2. Task Order No. 2 with Ascent Environmental, Inc. for environmental consulting services.

**CITY MANAGER'S REPORT
JUNE 10, 2019 CITY COUNCIL REGULAR MEETING
TASK ORDER NO. 2 WITH ASCENT ENVIRONMENTAL, INC.**

APPROVALS:



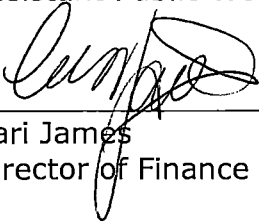
Mark Meissner
Community Development Director

6-4-19
Date



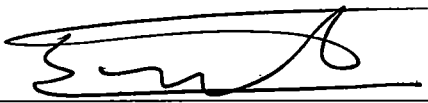
Michael King
Assistant Public Works Director

6-4-19
Date




Cari James
Director of Finance

6/4/19
Date



Salvador Navarrete
City Attorney

6-4-19
Date



Stephen J. Salvatore
City Manager

6-4-19
Date

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING TASK ORDER NO. 2 WITH ASCENT ENVIRONMENTAL, INC. TO PREPARE THE PHASE 1 CEQA DOCUMENTS FOR THE SURFACE WATER DISCHARGE PROJECT

WHEREAS, the City has initiated the Surface Water Discharge Project to construct the necessary infrastructure to allow discharge of tertiary treated effluent into the San Joaquin River; and

WHEREAS, in order to proceed with the project, the City needs to prepare the appropriate environmental documents to comply with the California Environmental Quality Act (CEQA); and

WHEREAS, on April 30, 2019, the City of Lathrop entered into a Master Agreement with Ascent Environmental, Inc. to provide professional planning and environmental services to the City; and

WHEREAS, pursuant to the Master Agreement, the City can add additional work with Task Orders approved by the City Council when necessary; and

WHEREAS, funds required for Task Order No. 2 will be fully funded by River Islands Development, pursuant to an executed Funding Authorization. The proposed budget is an amount not to exceed \$91,287.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve Task Order No. 2 with Ascent Environmental, Inc. to prepare the Phase 1 CEQA documents for the Surface Water Discharge Project.

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop approves the following budget amendment:

Fiscal Year 2019-2020

Increase Revenue

6080-5034-371-9000 \$91,287

Increase Expense

6080-5034-420-0100 \$91,287

The foregoing resolution was passed and adopted this 10th day of June 2019, 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
TASK ORDER NO. 2 PURSUANT TO
MASTER AGREEMENT, DATED APRIL 30, 2019 FOR CONSULTING
SERVICES FOR SPECIALIZED PLANNING AND ENVIRONMENTAL
CONSULTING SERVICES BETWEEN THE CITY OF LATHROP AND
ASCENT ENVIRONMENTAL, INC.**

FOR

THE CITY OF LATHROP SURFACE WATER DISCHARGE PROJECT

THIS TASK ORDER NO. 2, dated for convenience this ____ day of June 2019, is by and made and entered into by and between Ascent Environmental, Inc. ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, on April 30, 2019, CONSULTANT entered into a master agreement ("AGREEMENT") with the CITY, by which the CONSULTANT has agreed to provide professional specialized planning and environmental consulting services for the City of Lathrop.; and

WHEREAS, at the request of CITY, CONSULTANT submitted the scope of work and fee estimate to review and implement the City of Lathrop Surface Water Discharge Project which 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 No. 2 hereby incorporates by reference all terms and conditions set forth in the Master Agreement for Consulting dated April 30, 2019, unless specifically modified by this Task Order.

(2) **Scope of Service**

CONSULTANT agrees to perform the environmental services 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 utmost standards of its profession and to the CITY'S satisfaction.

(3) **Time Of Performance**

CONSULTANT shall commence performance upon receipt of notice to proceed pursuant to section 6 and shall complete all required services no later than June 30, 2020.

(4) **Independent Contractor Status**

It is expressly understood and agreed by both parties that CONSULTANT, while engaged in carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and not an employee of the CITY.

As an independent contractor, CONSULTANT is responsible for controlling the means and methods to complete the scope of work described in Exhibit "A" to City's satisfaction. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

(5) **Compensation**

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$91,287** for the services as 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.

(6) **Notice to Proceed**

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

(7) 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 the 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.

(8) 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.

Ascent Environmental, Inc. Task Order No. 2
City of Lathrop Surface Water Discharge Project

Approved as to Form:

City of Lathrop
City Attorney



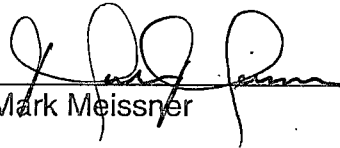
Salvador Navarrete

6-4-19

Date

Recommended for Approval:

City of Lathrop
Community Development Director



Mark Meissner

6-4-19

Date

Accepted By:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

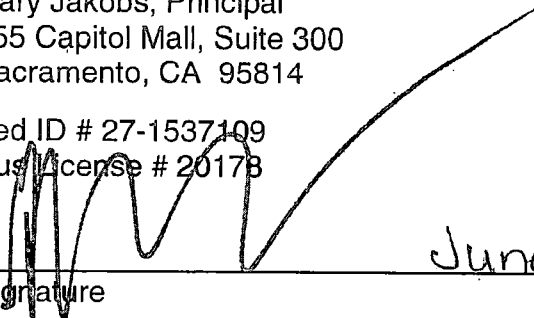
Date

CONSULTANT:

Ascent Environmental, Inc.
Gary Jakobs, Principal
455 Capitol Mall, Suite 300
Sacramento, CA 95814

Fed ID # 27-1537109
Bus License # 2017B

Signature



June 4, 2019

Date

Gary D. Jakobs, CEO
(Print Name and title)



May 20, 2019

Stephen Salvatore
Lathrop City Hall
390 Towne Centre Drive
Lathrop, CA 95330

**Subject: Proposal for Environmental Services (Phase 1)
Surface Water Discharge Project
City of Lathrop**

Dear Mr. Salvatore:

Ascent Environmental appreciates this opportunity to submit a scope of work to assist with California Environmental Quality Act compliance for the City of Lathrop Surface Water Discharge Project. This scope represents the first phase of our work for the City, which will involve meetings with the City and stakeholder public agencies, preparation of an Initial Study and Notice of Preparation, scoping meetings, and development of the work program for the EIR. The EIR work program, which will be informed and defined by the results of this phase, will be a separate phase of the contract.

We look forward to working with you on this important project. If you have any questions regarding the enclosed scope of work and cost estimate, please feel free to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary Jakobs".

Gary Jakobs
Principal

p: 916.930.3182
e: gary.jakobs@ascentenvironmental.com

A handwritten signature in black ink, appearing to read "Andrea L. Shephard".

Andrea L. Shephard, PhD
Project Manager

p: 916.842.3179
e: andrea.shephard@ascentenvironmental.com

Attachments:

A – Scope of Work
B – Cost Estimate

ATTACHMENT A

PROPOSED SCOPE OF WORK (PHASE 1) SURFACE WATER DISCHARGE PROJECT CITY OF LATHROP

INTRODUCTION

The City is proposing to construct the necessary infrastructure and obtain a National Pollutant Discharge Elimination System (NPDES) permit from the Central Valley Regional Water Quality Control Board (RWQCB) to allow discharge of tertiary treated effluent into the San Joaquin River as part of managing its overall water supplies through buildout. Because the City is at the initial stages of developing the project, the Ascent and Robertson Bryan (RBI) team (collectively, the Ascent team) is proposing that the CEQA process be completed in a phased manner. In Phase 1, we will assist the City by (1) developing a detailed Project Description for the EIR, (2) preparing an Initial Study to focus assessment efforts for the EIR, (3) preparing a CEQA Notice of Preparation (NOP) and conducting a scoping meeting, and (4) attending meetings with City and River Islands staff and regulatory agencies. Upon completion of Phase 1 services, sufficient information about the project will be known such that the Ascent team will be able to develop a Work Program for Phase 2 services, which will include preparation of the EIR and completion of the CEQA process for the project. The scope and budget below are for Phase 1 services only.

Phase 1 Proposed Scope of Work

Ascent will provide services in support of the Phase 1 tasks presented below.

Task 1: Project Development Meetings and Conference Calls

The purpose of this task is to assist the City in defining the proposed project and thereby facilitate completion of Task 2.

This task includes a total of seven meetings as described below, along with additional conference calls and other anticipated project-related coordination and communication.

- ▲ Project kickoff meeting with City staff
- ▲ Two progress meetings with City staff
- ▲ Two meetings with fish agencies (one meeting with USFWS and NMFS and one meeting with CDFW)
- ▲ One meeting with Central Valley RWQCB staff
- ▲ One additional meeting (e.g., additional fish agency meeting if USFWS and NMFS cannot meet together or an additional City progress meeting)

The meetings with the fish agencies are intended to obtain agency staff input on discharge location, outfall design (bank-side pipe or mid-channel diffuser), and key issues of concern. Similarly, the meeting with the

Central Valley RWQCB is intended to obtain Board staff input on discharge location, outfall design, and key issues of concern, but also to keep Board staff apprised of the City's progress on the CEQA process, as well as to discuss issues the RWQCB would like the EIR to address. Any key issues of concern about the project that are voiced by the agencies will be identified in the Initial Study and addressed in the EIR.

Deliverables

- ▲ Meeting agendas and minutes (Word format)

Assumptions

- ▲ In-person meetings are assumed to not exceed 2 hours and will be attended by the project manager, principal, and up to two additional team members from RBI. In addition to the 2-hour meeting time, budgeted hours for these meetings include up to 3 hours of time per person for preparation and travel.
- ▲ This scope of work assumes up to three 1-hour conference calls attended by the project manager and up to three additional team members. Budgeted hours for each conference call include up to 1 additional hour of time for the project manager for meeting preparation.

Task 2: Prepare Project Description

The Ascent team will prepare a project description for use in the Initial Study in close coordination with the City to ensure an accurate depiction of the project. Ascent may send data requests or hold conference calls to discuss project details needed for the impact analyses. It is expected that this task will involve input from the City's wastewater engineer and feedback from Ascent's team. The project description will contain the project location, project objectives, general description of project characteristics, and a description of the intended uses of the EIR. Ascent will submit the project description to the City for review. Comments may also be requested from the Central Valley RWQCB, if desired by the City. A project description with revisions based on these comments will be included in the administrative draft Initial Study (IS, Task 3).

Deliverables

- ▲ Data requests
- ▲ Administrative draft project description (Word format)

Assumptions

- ▲ The scope includes up to two data requests and up to two 1-hour conference calls with an additional hour per person for preparation and follow-up.

Task 3: Prepare Initial Study

The IS will include a detailed project description and the full range of environmental topics reflected in the environmental checklist (Appendix G) of the amended 2019 State CEQA Guidelines. Ascent will complete the IS environmental checklist with explanations and analysis for each response, including "No Impact"

responses. The level of analysis and degree of impact will vary depending upon the environmental topic but will be sufficient to provide substantial evidence to support the determination. The IS will be used to document why the project would not result in potentially significant impacts for certain environmental issue areas and what environmental issue areas will be further evaluated in the EIR.

Ascent will prepare an administrative draft IS and submit it to the City for review and comment. Upon receipt of a consolidated set of comments from the City, Ascent will revise the administrative draft and prepare the final IS. The IS will be included as an appendix to the EIR and used to support preparation of the Notice of Preparation (NOP, Task 4).

Deliverables

- ▲ Administrative draft and final IS (Word/PDF format)

Task 4: Prepare Notice of Preparation and Conduct Scoping

Ascent will prepare a draft NOP for review and comment by the City. The NOP will be prepared in conformance with State CEQA Guidelines Section 15082. The NOP will include a brief project description, vicinity map, and site plan, and will discuss the focus of the EIR and issues that are proposed to be "scoped out" and why. Ascent will incorporate comments from the City on the NOP and will prepare a final version for public distribution.

Ascent will work with the City to develop a mailing list for the NOP. It is assumed that the City will be responsible for distributing the NOP for public review and for printing and newspaper publication costs. Ascent will deliver 15 copies of the NOP to the State Clearinghouse with a Notice of Completion (NOC).

Ascent will assist the City in hosting one scoping meeting in Lathrop during the scoping period. Ascent will prepare a presentation with a brief description of the CEQA process and the project and will attend the scoping meeting. If desired, Ascent can present the PowerPoint at the scoping meeting.

Following the scoping meeting, Ascent will summarize comments received on the NOP and indicate which issues require analysis in the EIR.

This task also includes assistance with AB 52 consultation. AB 52 established a consultation process with California Native American tribes for proposed projects in geographic areas that are traditionally and culturally affiliated with that tribe. Ascent will assist with the AB 52 process by providing a letter of information for the City to send to tribes that have requested notice under AB 52.

Deliverables

- ▲ NOP (draft and final, Word/PDF format)
- ▲ Draft AB 52 letter (Word format)
- ▲ Scoping meeting presentation (draft and final, PowerPoint format)
- ▲ State Clearinghouse submittal packet (fifteen [15] hard copies of NOP, NOC)

Assumptions

- ▲ The NOP will be up to six pages with up to two graphics.
- ▲ Ascent's project manager and assistant project manager will attend a scoping meeting that lasts for up to 3 hours.
- ▲ A court reporter or recording of scoping meeting comments will not be required.
- ▲ Because AB 52 consultation is government-to-government, the City will be responsible for distributing the AB 52 letter to tribes and conducting consultation, if requested.

Task 5: Prepare Work Program for Completion of Phase 2

Based on the results of scoping, Ascent will prepare a work program that briefly outlines the scope of the EIR and identifies the tasks required to complete the CEQA review process. The work program will include a scope of work, a proposed schedule, and a cost estimate to prepare and issue the Draft EIR; prepare and publish all CEQA-required notices; conduct a public hearing on the Draft EIR; respond to comments and prepare the Final EIR; prepare a draft and final Mitigation Monitoring and Reporting Plan; prepare draft Findings and a Statement of Overriding Considerations, if required; attend the City Council meeting to certify the EIR; and file the Notice of Determination following project approval.

Deliverables

- ▲ Work program (PDF format)

Task 6: Project Management

Andrea Shephard, PhD, will serve as project manager for the proposed project, with the management team also including Gary Jakobs as principal and an assistant project manager who will also author multiple sections of the Initial Study and the EIR. Michael Bryan, PhD, will manage the work effort for RBI. This task includes standard project management tasks such as timely preparation of invoices and maintenance of project records (including the administrative record supporting the CEQA document).

Deliverables

- ▲ Monthly invoices (PDF format)

COST ESTIMATE

The proposed price for the City of Lathrop Surface Water Discharge Project is presented in Attachment B. Please note that the price is estimated based on a good faith effort and our current understanding of the City's project needs. Variations in approach, issues, and deliverables can adjust the contract price.

ASSUMPTIONS

1. **Time and Materials.** Work is authorized on a time-and-materials basis not to exceed the total price and will be billed monthly.
2. **Price Allocation to Tasks.** The proposed price has been allocated to tasks. Ascent may reallocate budget among tasks, as needed, as long as the total contract price is not exceeded.
3. **Staff Assignment.** Work has been assigned to the identified staff or labor category. Ascent may reassign tasks to different staff or labor categories, as long as the total contract price is not exceeded.
4. **Billing Rates.** The proposed billing rates apply to the current calendar year. For work performed after this year has concluded, budget augmentations and contract amendments will be calculated using updated billing rates, unless precluded by contract terms.

ATTACHMENT B

PROPOSED FEE SCHEDULE (PHASE 1) SURFACE WATER DISCHARGE PROJECT CITY OF LATHROP

Ascent will invoice for all work under this scope of work in accordance with the fee schedule below, with rates valid through May 2020. The initial contract will be \$91,287, and the Ascent team will complete as much of the scope of work and other project-related tasks (e.g., mapping, text drafting) as we can within this fee. Ascent will keep the City apprised on the status of the budget and any changes to the scope arising from project needs.

Labor Classification	Billing Rate
Principal, Director	\$295
Senior Environmental Manager, Senior Planner/Scientist/Biologist	\$150 to \$210
Environmental Manager, Project Planner/Scientist/Biologist	\$120 to \$170
Staff Planner, Environmental Planner Staff Scientist/Staff Biologist	\$95 to \$150
Graphics/GIS	\$95 to \$130
Document Production/Word Processor/ Administrative Assistant	\$95 to \$120
Project Assistant	\$65 to \$105
Direct Costs	Rates
Reproduction: 8½" by 11"	\$0.07/page (black and white); \$0.26/page (color)
Reproduction: 11" by 17"	\$0.14/page B&W; \$0.52/page color
Reproduction: plotter	\$5/square foot
Reproduction: CDs	\$10/disc
Automobile mileage (IRS rate in effect)	\$0.545
Noise meter	\$100/half day, \$150/day, \$200/day plus overnight, \$500/week
GPS unit	\$100/half day, \$150/day, \$200/day plus overnight, \$500/week
Lodging and/or per diem	Government rates or as negotiated
Other direct costs	As incurred



PRICE PROPOSAL

City of Lathrop Surface Water Discharge Project (Phase 1)

20-May-19

hourly rate:

Task 1: Project Development Meetings and Conference Calls	Price	Hours
1.1 Kickoff Meeting (1 @ 2 hrs)	\$ 2,005	9
1.2 Progress Meetings (2 @ 2 hrs ea)	\$ 4,010	18
1.3 Agency Meetings (4 @ 2 hrs ea)	\$ 9,200	40
1.4 Conference Calls (3 @ 1 hr ea)	\$ 1,875	9
Subtotal, Task 1	\$ 17,090	76

Jakobs PIC \$295	Shephard Sr. Env Manager \$165	Project Planner \$140	Project Biologist \$160	Project Scientist \$140	GIS \$130	GRX \$130	WP \$115
4	5						
8	10						
20	20						
3	6						
35	41	0	0	0	0	0	0

Task 2: Prepare Project Description	Price	Hours
2.1 Draft PD	\$ 9,190	54
2.2 Final PD	\$ 2,825	17
Subtotal, Task 2	\$ 12,015	71

8	24	4			12	4	2
2	8	2			2	2	1
10	32	6	0	0	14	6	3

Task 3: Prepare Initial Study	Price	Hours
3.1 Draft IS	\$ 13,200	86
3.2 Final IS	\$ 3,480	23
Subtotal, Task 3	\$ 16,680	109

6	16	40	4	4	8	2	6
2	4	8			4	1	4
8	20	48	4	4	12	3	10

Task 4: Prepare Notice of Preparation and Conduct Scoping	Price	Hours
4.1 Draft NOP	\$ 3,345	23
4.2 Final NOP	\$ 855	6
4.3 Scoping Meeting	\$ 4,945	27
Subtotal, Task 4	\$ 9,145	56

1	4	8			4	4	2
	2	2				1	1
6	12	4				4	1
7	18	14	0	0	4	9	4

Task 5: Prepare Work Program for Completion of Phase 2	Price	Hours
5.1 Draft Work Program	\$ 6,415	36
5.2 Final Work Program	\$ 740	4
Subtotal, Task 5	\$ 7,155	40

6	16	4	4	4		1	1
1	2						1
7	18	4	4	4	0	1	2

Task 6: Project Management	Price	Hours
6.1 Budget and Schedule Management	\$ 4,340	20
Subtotal, Task 6	\$ 4,340	20

8	12						
8	12	0	0	0	0	0	0

LABOR SUBTOTAL	\$ 66,425	372
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75	141	72	8	8	30	19	19
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REIMBURSABLE EXPENSES	Price	Hours
Printing	\$ 200	
Reproduction	\$ 50	
Mileage/Parking/Travel	\$ 400	
Postage	\$ 50	
Field Equipment	\$ 300	
Other (records search)	\$ 150	
Subconsultants	\$ 23,712	
Robertson-Bryan, Inc.	\$ 22,583	
Administrative Cost (5%)	\$ 1,129	

ASSUMPTIONS

Assumptions that explain the basis of the proposed price are enclosed and are an integral part of this proposed scope for work for services.

TOTAL PRICE	\$ 91,287
--------------------	------------------

Project No: 19010093.00

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ITEM 4.10**CITY MANAGER'S REPORT
JUNE 10, 2019, CITY COUNCIL REGULAR MEETING**

ITEM: **CREATE CIP RW 19-16 RECYCLED WATER PROGRAM EXPANSION AND APPROVE/RATIFY MASTER AGREEMENTS, TASK ORDERS AND AGREEMENTS WITH EKI AND WOODARD & CURRAN**

RECOMMENDATION: **Adopt a Resolution Creating CIP RW 19-16 Recycled Water Program Expansion, Approving/Ratifying Master Agreements, Task Orders and Agreements with EKI and Woodard & Curran for Recycled Water Program Administration and Management as follows;**

- 1) Approve Master Agreements and Task Orders with EKI and Woodard & Curran for Addition of Use Area A37**
- 2) Ratify Agreements with EKI and Woodard & Curran for Addition of CLSP Urban Use Areas, Use Area A34, and with EKI for Decommissioning Use Area A23, and Portions of Use Area A28**

SUMMARY:

Recycled Water Program Expansion Project RW 19-16 to add or decommission recycled water facilities used to dispose treated effluent generated by the Lathrop Consolidated Treatment Facility (LCTF) in accordance with its Waste Discharge Requirements (WDRs). Approval is requested to create RW 19-16 with an initial budget of \$160,479 for existing and pending contract agreements that is planned to begin in the current fiscal year 2018-19. In addition, staff request approval of master agreements, task orders and ratification of existing agreements with EKI and Woodard & Curran for work to be performed under this project.

The work for the consultant agreements are funded by the Developers that propose the addition or decommission of RW infrastructure under a Task Order to the new Master Agreement or Professional Service Agreement (PSA). The associated costs are as follows:

Agreement/Scope	Consultant	Developer	Cost
TO#1 - Add Use Area A37	EKI	Phelan	\$13,200
TO#1 - Add Use Area A37	W&C	Phelan	\$10,034
PSA - Add CLSP Urban Use Areas	EKI	Saybrook	\$35,100
PSA - Add CLSP Urban Use Areas	W&C	Saybrook	\$30,776
PSA - Add Use Area A34	EKI	River Islands	\$6,900

JUNE 10, 2019 CITY COUNCIL REGULAR MEETING

CREATE CIP RW 19-16 RECYCLED WATER PROGRAM EXPANSION AND APPROVE/RATIFY MASTER AGREEMENTS, TASK ORDERS AND AGREEMENTS WITH EKI AND WOODARD & CURRAN

PSA – Add Use Area A34	W&C	River Islands	\$5,769
PSA – Decommission Use Area A23	EKI	Ramona Chace	\$35,000
PSA – Decommission Use Area A28	EKI	River Islands	\$23,700
TOTAL			\$160,479

Note: The Notice to Proceed will not be issued for these agreements until funding has been received from the developers. The location of these facilities are shown in Attachment L.

BACKGROUND:

Recycled water generated by the LCTF is regulated under WDR Order No. R5-2016-0028-01. Under this permit, the City can store recycled water in above-ground lined storage ponds prior to pumping to the distribution system for irrigation of agricultural Land Application Areas (LAAs) or public landscape areas, including roadway medians, parks, pond berms and open spaces. The City currently has seven designated agricultural LAAs located in the River Islands, Mossdale and Central Lathrop Specific Plan (CLSP) development areas that are used to grow farm fodder crops such as rye grass or alfalfa. The City will soon begin recycled water irrigation of urban landscape irrigation areas located in the River Islands development area. The City also has a percolation basin, designated PB-1, located at a former land application area (LAS-3) in the Crossroads business park.

The City has been working with its consultants EKI and Woodard & Curran to develop agreements to add two new agricultural LAAs located in the River Islands (A34) and north of Dos Reis Road (A37), and new urban use areas located in the CLSP development area, and to decommission two agricultural LAAs located in Mossdale (A23) and River Islands (A28) development areas.

The Recycled Water Program Expansion project RW 19-16 is needed to track work related to adding (or decommissioning) facilities to the City’s recycled water system.

RECOMMENDATION:

Staff is requesting City Council approval to create RW 19-16 with an initial budget of \$160,479 for existing and pending contract agreements that is planned to begin in the current fiscal year. In addition, approval of master agreements, task orders and ratification of existing agreements with EKI and Woodard & Curran is requested for work to be performed under this project.

CITY MANAGER'S REPORT **PAGE 3**
JUNE 10, 2019 CITY COUNCIL REGULAR MEETING
CREATE CIP RW 19-16 RECYCLED WATER PROGRAM EXPANSION AND
APPROVE/RATIFY MASTER AGREEMENTS, TASK ORDERS AND AGREEMENTS
WITH EKI AND WOODARD & CURRAN

FISCAL IMPACT:

The cost for existing and pending contract agreements that is planned to begin in the current fiscal year is \$160,479 and will be paid by the benefitting developer according to the following table:

Agreement/Scope	Consultant	Developer	Cost	Funding Received
TO#1 - Add Use Area A37	EKI	Phelan	\$13,200	Pending
TO#1 - Add Use Area A37	W&C	Phelan	\$10,034	Pending
PSA - Add CLSP Urban Use Areas	EKI	Saybrook	\$35,100	Received
PSA - Add CLSP Urban Use Areas	W&C	Saybrook	\$30,776	Received
PSA - Add Use Area A34	EKI	River Islands	\$6,900	Received
PSA - Add Use Area A34	W&C	River Islands	\$5,769	Received
PSA - Decommission Use Area A23	EKI	Ramona Chace	\$35,000	Received
PSA - Decommission Use Area A28	EKI	River Islands	\$23,700	Received
TOTAL			\$160,479	

A budget amendment to the following accounts will be required in order to allocate the funds to the project:

Increase Revenue
2710-8000-372-01-00 \$160,479
(PW CIP Developer Contribution)

Increase Transfer Out
2710-9900-990-9010 \$160,479
(PW CIP Developer Contribution)

Increase Transfer In
6091-9900-393-0000 RW 19-16 \$160,479
(PW Wastewater CIP)

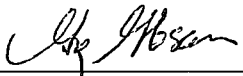
Increase Appropriation
6091-8000-420-01-00 RW 19-16 \$160,479
(PW Wastewater CIP Professional Svs.)

JUNE 10, 2019 CITY COUNCIL REGULAR MEETING**CREATE CIP RW 19-16 RECYCLED WATER PROGRAM EXPANSION AND APPROVE/RATIFY MASTER AGREEMENTS, TASK ORDERS AND AGREEMENTS WITH EKI AND WOODARD & CURRAN****ATTACHMENTS:**

- A. Resolution Creating CIP RW 19-16 Recycled Water Program Expansion, Approving/Ratifying Master Agreements, Task Orders and Agreements with EKI and Woodard & Curran for Recycled Water Program Administration and Management
- B. Master Agreement with EKI to Provide Engineering and Program Management Consulting Services related to CIP RW 19-16 dated, June 10, 2019
- C. Master Agreement with Woodard and Curran to Provide Engineering and Permit Compliance Consulting Services related to CIP RW 19-16 dated, June 10, 2019
- D. Task Order No. 1 Pursuant to Master Agreement Dated June 10, 2019 with EKI Environment & Water, Inc. to Provide Engineering and Program Management Consulting Services Related to Addition of Use Area A37 dated, June 10, 2019
- E. Task Order No. 1 Pursuant to Master Agreement Dated June 10, 2019 with Woodard and Curran to Provide Engineering and Permit Compliance Consulting Services Related to Addition of Use Area A37 dated, June 10, 2019
- F. Executed Agreement for Consulting Services with EKI Environment & Water, Inc. to Provide Program Management for Recycled Water Expansion to the Central Lathrop Specific Plan Area dated, May 23, 2019
- G. Executed Agreement with Woodard and Curran to Provide Central Lathrop Specific Plan Recycled Water Use Areas Expansion Permit Compliance Assistance dated, May 23, 2019
- H. Executed Agreement for Consulting Services with EKI Environment & Water, Inc. to Program Management for Consolidated Treatment Facility Related to Use Area A34 dated, September 20, 2018
- I. Executed Agreement for Consulting Services with Woodard and Curran to Provide Permit Compliance Assistance for Consolidated Treatment Facility Related to Use Area A34 dated, September 20, 2018
- J. Executed Agreement Consulting Services with EKI Environment & Water, Inc. for Program Management and Monitoring Well-Related Services for Decommissioning of Recycled Water Use Area A23 dated, February 19, 2019
- K. Executed Agreement with EKI Environment & Water, Inc. to Provide Program Management and Monitoring Well-Related Services for Decommissioning of Portions of Recycled Water Use Area A28
- L. Location Exhibit for Recycled Water System

CITY MANAGER'S REPORT
JUNE 10, 2019 CITY COUNCIL REGULAR MEETING
CREATE CIP RW 19-16 RECYCLED WATER PROGRAM EXPANSION AND
APPROVE/RATIFY MASTER AGREEMENTS, TASK ORDERS AND AGREEMENTS
WITH EKI AND WOODARD & CURRAN

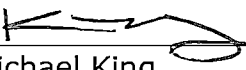
APPROVALS:



Greg Gibson
Senior Civil Engineer

6/3/19

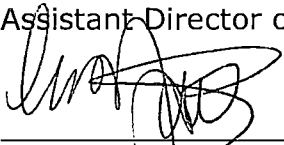
Date



Michael King
Assistant Director of Public Works

6-3-19

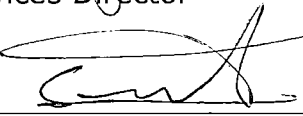
Date



Cari James
Finance & Administrative
Services Director

6/3/19

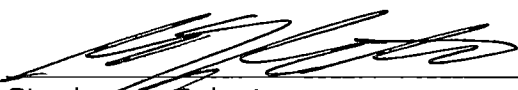
Date



Salvador Navarrete
City Attorney

5-30-19

Date



Stephen J. Salvatore
City Manager

6.4.19

Date

RESOLUTION NO. 19 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP RESOLUTION CREATING CIP RW 19-16 RECYCLED WATER PROGRAM EXPANSION, APPROVING/RATIFYING MASTER AGREEMENTS, TASK ORDERS AND AGREEMENTS WITH EKI AND WOODARD & CURRAN FOR RECYCLED WATER PROGRAM ADMINISTRATION AND MANAGEMENT AS FOLLOWS;

- 1) APPROVE MASTER AGREEMENTS AND TASK ORDERS WITH EKI AND WOODARD & CURRAN FOR ADDITION OF USE AREA A37**
- 2) RATIFY AGREEMENTS WITH EKI AND WOODARD & CURRAN FOR ADDITION OF CLSP URBAN USE AREAS, USE AREA A34, AND WITH EKI FOR DECOMMISSIONING USE AREA A23, AND PORTIONS OF USE AREA A28**

WHEREAS, recycled water generated by the Lathrop Consolidated Treatment Facility is regulated under WDR Order No. R5-2016-0028-01; and

WHEREAS, in accordance with the WDRs, the City can store recycled water in above-ground lined storage ponds prior to pumping to the distribution system for irrigation of agricultural Land Application Areas (LAAs) or public landscape areas, including roadway medians, parks, pond berms and open spaces and/or disposal to a percolation basin located in the Crossroads business park; and

WHEREAS, the City has been working with its consultants EKI and Woodard & Curran to develop agreements to add two new agricultural LAAs located in the River Islands (A34) and north of Dos Reis Road (A37), and new urban use areas located in the CLSP development area, and to decommission two agricultural LAAs located in Mossdale (A23) and River Islands (A28) development areas; and

WHEREAS; creation of the Recycled Water Program Expansion Project RW 19-16 provides for adding (or decommissioning) recycled water facilities used to dispose treated effluent generated by the Lathrop Consolidated Treatment Facility (LCTF) in accordance with its WDRs; and

WHEREAS, the work for the consultant agreements is being funded by the benefitting party to add (or subtract) RW infrastructure under a Task Order to the new Master Agreement or Professional Service Agreement (PSA) and associated cost is as follows:

Agreement/Scope	Consultant	Developer	Cost
TO#1 – Add Use Area A37	EKI	Phelan	\$13,200
TO#1 – Add Use Area A37	W&C	Phelan	\$10,034
PSA – Add CLSP Urban Use Areas	EKI	Saybrook	\$35,100
PSA – Add CLSP Urban Use Areas	W&C	Saybrook	\$30,776
PSA – Add Use Area A34	EKI	River Islands	\$6,900
PSA – Add Use Area A34	W&C	River Islands	\$5,769
PSA – Decommission Use Area A23	EKI	Ramona Chace	\$35,000
PSA – Decommission Use Area A28	EKI	River Islands	\$23,700
TOTAL			\$160,479

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby create CIP RW 19-16 with an initial budget of \$160,479 for existing and pending contract agreements that is planned to begin in the current fiscal year 2018-19; and

BE IT FURTHER RESOLVED, the City Council of the City of Lathrop does hereby approve a Master Agreement and Task Order No. 1 with EKI for a cost not to exceed \$13,400, and a Master Agreement and Task Order No. 1 with Woodard and Curran for a cost not to exceed \$10,034 to provide professional consulting services related to adding land use area A37; and

BE IT FURTHER RESOLVED, the City Council of the City of Lathrop does hereby ratify the following agreements with EKI and Woodard & Curran related to the RW 19-16 RW Program Expansion:

1. Agreement with EKI for Addition of CLSP Urban Use Areas for a cost not to exceed \$35,100 to be paid by Saybrook;
2. Agreement with Woodard and Curran for Addition of CLSP Urban Use Areas for a cost not to exceed \$30,776 to be paid by Saybrook;
3. Agreement with EKI for Addition of Use Area A34 for a cost not to exceed \$6,900 to be paid by River Islands;
4. Agreement with Woodard and Curran for Addition of Use Area A34 for a cost not to exceed \$5,769 to be paid by River Islands;
5. Agreement with EKI for Decommissioning Use Area A23 for a cost not to exceed \$35,000 to be paid by Ramona Chace;
6. Agreement with EKI for Partial Decommissioning of Use Area A28 for a cost not to exceed \$23,700 to be paid by River Islands.

BE IT FURTHER RESOLVED, the City Council of the City of Lathrop does hereby approve the following budget amendment from the following accounts to allocate the funds to the project:

<u>Increase Revenue</u>	
2710-8000-372-01-00	\$160,479
(PW CIP Developer Contribution)	
<u>Increase Transfer Out</u>	
2710-9900-990-9010	\$160,479
(PW CIP Developer Contribution)	
<u>Increase Transfer In</u>	
6091-9900-393-0000 RW 19-16	\$160,479
(PW Wastewater CIP)	
<u>Increase Appropriation</u>	
6091-8000-420-01-00 RW 19-16	\$160,479
(PW Wastewater CIP Professional Svc.)	

The foregoing resolution was passed and adopted this 10th day of June 2019, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

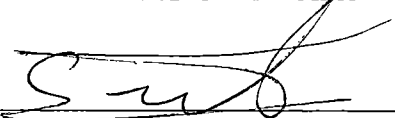
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

**CITY OF LATHROP
MASTER AGREEMENT WITH EKI ENVIRONMENT & WATER INC.
TO PROVIDE ENGINEERING AND PROGRAM MANAGEMENT
CONSULTING SERVICES – RELATED TO CIP RW 19-16**

THIS AGREEMENT, dated for convenience this **10th day of June 2019**, is by and between **EKI Environment & Water Inc.** (“CONSULTANT”) and the CITY OF LATHROP, a California municipal corporation (“CITY”);

RECITALS:

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

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

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

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

AGREEMENT

(1) Scope of Service

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

(2) Compensation

CITY hereby agrees to pay CONSULTANT the amount indicated in each approved Task Order, for the Planning Services. City agrees to pay CONSULTANT within thirty (30) days of receipt of billings containing all information required per Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in an approved Task Order Scope of Work unless CITY’s authorized representative executes a written change order or authorization describing the extra work and payment terms prior to the commencement of the work.

CITY OF LATHROP – MASTER AGREEMENT
EKI ENVIRONMENT & WATER, INC. TO PROVIDE ENGINEERING AND PROGRAM
MANAGEMENT CONSULTING SERVICES

(3) Effective Date and Term

The effective date of this Agreement is **June 10, 2019**, 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 – MASTER AGREEMENT
EKI ENVIRONMENT & WATER, INC. TO PROVIDE ENGINEERING AND PROGRAM
MANAGEMENT CONSULTING SERVICES

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

(8) Assignment and Subcontracting

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

(9) Insurance

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

- (a) Workers' Compensation. CONSULTANT shall, at CONSULTANT'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars. In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.

CITY OF LATHROP – MASTER AGREEMENT
EKI ENVIRONMENT & WATER, INC. TO PROVIDE ENGINEERING AND PROGRAM
MANAGEMENT CONSULTING SERVICES

- (b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

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.

CITY OF LATHROP – MASTER AGREEMENT
EKI ENVIRONMENT & WATER, INC. TO PROVIDE ENGINEERING AND PROGRAM
MANAGEMENT CONSULTING SERVICES

- (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
- (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (c) Professional Liability. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than One Million Dollars (\$1,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:
 - (i) Any deductible or self-insured retention shall not exceed \$150,000 per claim.
 - (ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
 - (iii) The policy must contain a cross liability or severability of interest clause.
 - (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.

CITY OF LATHROP – MASTER AGREEMENT
EKI ENVIRONMENT & WATER, INC. TO PROVIDE ENGINEERING AND PROGRAM
MANAGEMENT CONSULTING SERVICES

- (d) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
- (e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.
- (f) In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
 - (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - (ii) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;
 - (iii) Terminate this Agreement.

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

(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.

CITY OF LATHROP – MASTER AGREEMENT
EKI ENVIRONMENT & WATER, INC. TO PROVIDE ENGINEERING AND PROGRAM
MANAGEMENT CONSULTING SERVICES

Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONSULTANT from such professional responsibility for the work performed. It is further understood and agreed that CONSULTANT is apprised of the scope of the work to be performed under this Agreement and CONSULTANT agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to CONSULTANT'S profession.

CONSULTANT shall indemnify, defend, and hold CITY, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused by the willful misconduct or negligent acts or omissions of CONSULTANT, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising out of the negligence or willful misconduct of the CITY, its officers, employees, agents, or volunteers. It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

(11) Licenses

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

(12) Business Licenses

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

(13) Termination

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

CITY OF LATHROP – MASTER AGREEMENT
EKI ENVIRONMENT & WATER, INC. TO PROVIDE ENGINEERING AND PROGRAM
MANAGEMENT CONSULTING SERVICES

photographs, computer software, video and audio tapes, and other materials provided to CONSULTANT or prepared by or for CONSULTANT or the CITY in connection with this Agreement.

(14) Funding

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

(15) Notices

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

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

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

MAIN: (209) 941-7260

To Consultant: EKI Environment & Water, Inc.
577 Airport Boulevard, Suite 500
Burlingame, CA 94010
Phone: (650) 292-9100

ATTN: Stephen A. Tarantino, P.E.

(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.

CITY OF LATHROP – MASTER AGREEMENT
EKI ENVIRONMENT & WATER, INC. TO PROVIDE ENGINEERING AND PROGRAM
MANAGEMENT CONSULTING SERVICES

- (b) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (c) Definitions. The definitions and terms are as defined in these specifications.
- (d) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (e) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (f) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (g) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (h) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (i) Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (j) Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

CITY OF LATHROP – MASTER AGREEMENT
EKI ENVIRONMENT & WATER, INC. TO PROVIDE ENGINEERING AND PROGRAM
MANAGEMENT CONSULTING SERVICES

- (k) Status of CONSULTANT. In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.
- (l) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (m) Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- (n) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (o) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

(17) Notice to Proceed

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

(18) Signatures

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

CITY OF LATHROP – MASTER AGREEMENT
EKI ENVIRONMENT & WATER, INC. TO PROVIDE ENGINEERING AND PROGRAM
MANAGEMENT CONSULTING SERVICES

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

6-3-19

Date

Recommended for Approval:

City of Lathrop
Assistant Public Works Director

Michael King

Date

Approved By:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

EKI Water & Environment, Inc.
577 Airport Blvd., Suite 500
Burlingame, CA 94010

Fed ID # 94-3087395
Lathrop Bus License #20137

Stephen Tarantino, P.E.

**CITY OF LATHROP
MASTER AGREEMENT WITH WOODARD & CURRAN TO PROVIDE
ENGINEERING AND PROGRAM MANAGEMENT CONSULTING
SERVICES – RELATED TO CIP RW 19-16**

THIS AGREEMENT, dated for convenience this **10th day of June 2019**, is by and between **Woodard & Curran** (“CONSULTANT”) and the CITY OF LATHROP, a California municipal corporation (“CITY”);

RECITALS:

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

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

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

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

AGREEMENT

(1) Scope of Service

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

(2) Compensation

CITY hereby agrees to pay CONSULTANT the amount indicated in each approved Task Order, for the Planning Services. City agrees to pay CONSULTANT within thirty (30) days of receipt of billings containing all information required per Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in an approved Task Order Scope of Work unless CITY's authorized representative executes a written change order or authorization describing the extra work and payment terms prior to the commencement of the work.

(3) Effective Date and Term

The effective date of this Agreement is **June 10, 2019**, 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 – MASTER AGREEMENT
WOODARD & CURRAN - RELATED TO CIP RW 19-16

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

(8) Assignment and Subcontracting

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

(9) Insurance

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

- (a) Workers' Compensation. CONSULTANT shall, at CONSULTANT'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars. 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

CITY OF LATHROP – MASTER AGREEMENT
WOODARD & CURRAN - RELATED TO CIP RW 19-16

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

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

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

- (i) CITY, its officers, employees, agents, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including the insider's general supervision of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
- (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.
- (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
- (iv) Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
- (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
- (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.

CITY OF LATHROP – MASTER AGREEMENT
WOODARD & CURRAN - RELATED TO CIP RW 19-16

- (c) Professional Liability. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than One Million Dollars (\$1,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:
- (i) Any deductible or self-insured retention shall not exceed \$150,000 per claim.
 - (ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
 - (iii) The policy must contain a cross liability or severability of interest clause.
 - (iv) The following provisions shall apply if the professional liability coverages are written on a 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.

CITY OF LATHROP – MASTER AGREEMENT
WOODARD & CURRAN - RELATED TO CIP RW 19-16

- (d) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
- (e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.
- (f) In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
- (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - (ii) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;
 - (iii) Terminate this Agreement.

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

(10) Indemnification - CONSULTANT'S Responsibility

As to the CONSULTANT'S work hereunder, it is understood and agreed that (a) CONSULTANT has the professional skills necessary to perform the work, (b) CITY relies upon the professional skills of CONSULTANT to perform the work in a skillful and professional manner, and (c) CONSULTANT thus agrees to so perform.

Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONSULTANT from such professional responsibility for the work performed. It is further understood and agreed that CONSULTANT is apprised of the scope of the work to be performed under this Agreement and CONSULTANT agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to CONSULTANT'S profession.

CONSULTANT shall indemnify, defend, and hold CITY, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused by the willful misconduct or negligent acts or omissions of CONSULTANT, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising out of the negligence or willful misconduct of the CITY, its officers, employees, agents, or volunteers. It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

(11) Licenses

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

(12) Business Licenses

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

CITY OF LATHROP – MASTER AGREEMENT
WOODARD & CURRAN - RELATED TO CIP RW 19-16

(13) Termination

Either CITY or CONSULTANT may cancel this Agreement upon 30 days written notification to the other party. In the event of termination, the CONSULTANT shall be entitled to compensation for services performed to the effective date of termination; provided, however, that the CITY may condition payment of such compensation upon CONSULTANT'S delivery to the CITY of any or all documents, photographs, computer software, video and audio tapes, and other materials provided to CONSULTANT or prepared by or for CONSULTANT or the CITY in connection with this Agreement.

(14) Funding

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

(15) Notices

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

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

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

MAIN: (209) 941-7260

To Consultant: Woodard & Curran
2175 California Blvd., Ste. 315
Walnut Creek, CA 94596
Phone: (925) 627-4100
ATTN: David Richardson, P.E.

(16) Miscellaneous

- (a) **Consent.** Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) **Controlling Law.** The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (c) **Definitions.** The definitions and terms are as defined in these specifications.
- (d) **Force Majeure.** Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (e) **Headings.** The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (f) **Incorporation of Documents.** All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (g) **Integration.** This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (h) **Modification of Agreement.** This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (i) **Provision.** Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.

CITY OF LATHROP – MASTER AGREEMENT
WOODARD & CURRAN - RELATED TO CIP RW 19-16

- (j) Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (k) Status of CONSULTANT. In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.
- (l) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (m) Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- (n) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (o) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

(17) Notice to Proceed

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

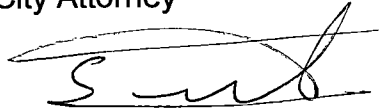
CITY OF LATHROP – MASTER AGREEMENT
WOODARD & CURRAN - RELATED TO CIP RW 19-16

(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.

Approved as to Form:

City of Lathrop
City Attorney



6-9-19

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
Assistant Public Works Director

Michael King

Date

Approved By:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

Woodard & Curran
2175 N. California Blvd., Ste. 315
Walnut Creek, CA 94596

Fed ID #
Lathrop Bus License #

Date

CITY OF LATHROP**TASK ORDER NO. 1**

**PURSUANT TO MASTER AGREEMENT DATED JUNE 10, 2019
WITH EKI ENVIRONMENT & WATER INC.
TO PROVIDE ENGINEERING AND PROGRAM MANAGEMENT
CONSULTING SERVICES RELATED TO ADDITION OF USE AREA A37**

THIS TASK ORDER NO. 1, dated for convenience this 10th day of June 2019 is by and made and entered into by and between **EKI Environment & Water Inc.** ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, on May 13, 2019, CONSULTANT entered into a Master Agreement ("AGREEMENT") with the CITY, by which the CONSULTANT has agreed to provide **Engineering and Program Management Consulting Services**; and;

WHEREAS, CONSULTANT submitted a scope of work as shown in Exhibit "A"; to provide engineering and program management services related to the addition of agricultural land application area A37 to the City's recycled water system, and;

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

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

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

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

AGREEMENT**(1) Incorporation of Master Agreement**

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

CITY OF LATHROP – TASK ORDER NO. 1 WITH EKI FOR ENGINEERING AND PROGRAM MANAGEMENT CONSULTING SERVICES RELATED TO ADDITION OF USE AREA A37

(2) **Scope of Service**

CONSULTANT agrees to perform Engineering and Program Management Consulting Services in accordance with the scope of work and fee proposal attached hereto as Exhibit “A” to this Task Order.

CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to the CITY’S satisfaction.

(3) **Effective Date and Term.**

The effective date of this Task Order No. 1 is **June 10, 2019**, and it shall terminate no later than **June 30, 2020**.

(4) **Compensation**

CITY hereby agrees to pay CONSULTANT hourly rates and other charges not to exceed **\$13,200** for the Engineering and Program Management Consulting Services. CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit “A”, unless a written change order or authorization describing the extra work and payment terms has been executed by CITY’s authorized representative prior to the commencement of the work.

(5) **Notice to Proceed**

Prior to commencing work under this agreement, CONSULTANT shall receive a written “Notice to Proceed” from CITY. A Notice to Proceed shall not be issued until all necessary 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.

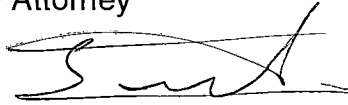
(6) **Signatures**

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 – TASK ORDER NO. 1 WITH EKI FOR ENGINEERING AND PROGRAM MANAGEMENT CONSULTING SERVICES RELATED TO ADDITION OF USE AREA A37

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

6-3-19

Date

Recommended for Approval:

City of Lathrop
Assistant Public Works Director

Michael King

Date

Approved by:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

EKI Water & Environment, Inc.
Stephen Tarantino, P.E., Vice President
577 Airport Blvd., Suite 500
Burlingame, CA 94010

Fed ID # _____

Bus License # _____

Signature

Date

(Print Name and title)



577 Airport Blvd. Suite 500
 Burlingame, CA 94010
 (650) 292-9100
 ekiconsult.com

25 March 2019

Greg Gibson
 Senior Civil Engineer
 City of Lathrop
 390 Towne Centre Drive
 Lathrop, California 95330

Subject: Proposed Scope of Work and Budget for
 Program Management for CTF System Expansion Related to Use Area A37
 City of Lathrop, California
 (EKI B50009.14)

Dear Mr. King:

EKI Environment & Water, Inc. ("EKI") is pleased to present this proposed scope of work for providing program management assistance and report preparation related to the expansion of the Consolidated Treatment Facility ("CTF") recycled water system expansion to include newly-planned Use Area A37.

BACKGROUND

EKI has been providing program management services to the City of Lathrop ("City") for the expansion of the City's wastewater treatment plant and recycled water system expansions at the CTF under previously approved scopes of work. It is our understanding that the City would like to expand the existing recycled water system to include newly-planned Use Area A37, which will be designed and constructed by Phelan Development and its consultants. This proposal presents EKI's scope of work to perform program management and document preparation tasks associated with the permitting of this expansion.

PROPOSED SCOPE OF WORK

Task 1 – Prepare CTF Final Design Report

Based on the project design drawings, EKI will prepare a draft of the CTF Expansion Final Design Report, which will include the components identified in the City's Waste Discharge Requirements ("WDR") permit, including an updated water balance for the recycled water system. The draft report will be provided to the City for review. Following receipt of comments, EKI will prepare a final report that incorporates the City's comments. The final report will be provided in PDF format via electronic mail.

Based on the WDRs, the CTF Expansion Final Design Report is required to be submitted at least 180 days prior to a planned increase in CTF flow capacity.

Formerly known as Erler & Kalinowski, Inc.

Oakland, CA (510) 452-5700 • Larkspur, CA (415) 464-9245 • Los Angeles, CA (310) 857-1600 • Centennial, CO (303) 796-0556

Task 2 – Prepare CTF Expansion Completion Report

Upon completion of the construction of the Use Area and the receipt of as-built drawings from the City or Phelan, EKI will prepare a draft of the CTF Expansion Completion Report documenting the construction and any changes made from the CTF Final Design Report. The draft report will be provided to the City for review. Following receipt of comments, EKI will prepare a final report that incorporates the City's comments. The final report will be provided in PDF format via electronic mail.

Based on the WDRs, the CTF Expansion Final Design Report is required to be submitted at least 60 days prior to a planned increase in CTF flow capacity.

Task 3 – Review Draft Recycled Water Documents Prepared by Woodard & Curran

EKI will review and provide comments on the Recycled Water User Report and the Recycled Water Storage and Conveyance System Improvements Completion Report, both prepared by Woodard & Curran ("W&C"). Based on the WDRs, these two documents are required to be submitted at least 60 days prior to conveying recycled water to the new Use Areas.

SCHEDULE

EKI will begin work upon receiving authorization from the City, with the specific schedule to be determined based on receiving the appropriate information from the City and Phelan.

COMPENSATION

We propose that compensation for consulting services by EKI Environment & Water, Inc. be on a time and expense reimbursement basis in accordance with our current Schedule of Charges, dated 1 January 2019. On the basis of the Scope of Work described above and in the attached Table 1, we propose a budget of \$13,200.

TERMS AND CONDITIONS

Except as specifically modified above, all other terms of our 2 March 2015 Agreement shall remain in full force and effect.

If this proposal meets with your approval, please send us an Agreement Amendment to review and execute.

Letter to Mr. Gibson
25 March 2019
Page 3 of 3



We are pleased to have the opportunity to continue to work with the City of Lathrop. Please call us at (650) 292-9100 if you have any questions or wish to discuss these matters in greater detail.

Very truly yours,

EKI ENVIRONMENT & WATER, INC.

A handwritten signature in black ink, appearing to read 'C. David Umezaki', with a long horizontal stroke extending to the right.

C. David Umezaki, P.E.
Project Engineer

A handwritten signature in black ink, appearing to read 'Stephen A. Tarantino', written in a cursive style.

Stephen A. Tarantino, P.E.
Vice President

TABLE 1
ESTIMATED BUDGET FOR PROGRAM MANAGEMENT FOR CTF SYSTEM EXPANSION RELATED TO USE AREA A3:
 City of Lathrop
 (EKI B50009.14)

TASKS	ESTIMATED LABOR (Hours)						TOTAL LABOR COST (\$)	EXPENSES AND ADMINISTRATION				ESTIMATED COST	
	Personnel & Rates (\$/hr)							UNIT	QNTY	UNIT COST (\$)	10% MARKUP (\$)	TOTAL COST PER ITEM (\$)	SUB TOTALS (\$)
	Administrative	CAD Operator/GIS Analyst	Tina Wang, P.E.	Jonathan Suttler, P.E.	C. David Umezaki, P.E.	Stephen A. Tarantino, P.E.							
103	118	165	191	265	286								
Task 1 - Prepare CTF Final Design Report													
Prepare Draft CTF Final Design Report		2		14	2	\$4,518						\$4,518	
Revise and Finalize Report, based on City/Developer comments				2		\$530						\$530	
Communications Fee (EKI Labor Only)							-	4%	\$5,048			\$202	
Subtotal Labor Hours - Task 1		2		16	2	\$5,048						\$5,200	
Task 2 - Prepare CTF Expansion Completion Report													
Prepare Draft CTF Expansion Completion Report		2		14	2	\$4,518						\$4,518	
Revise and Finalize Report, based on City/Developer comments				2	2	\$1,102						\$1,102	
Communications Fee (EKI Labor Only)							-	4%	\$5,620			\$225	
Subtotal Labor Hours - Task 2		2		16	4	\$5,620						\$5,800	
Task 3 - Review Draft Recycled Water Document Prepared by W&C													
Review W&C Recycled Water User Report				4		\$1,060						\$1,060	
Review W&C Recycled Water Storage and Conveyance System Completion Report				4		\$1,060						\$1,060	
Communications Fee (EKI Labor Only)							-	4%	\$2,120			\$85	
Subtotal Labor Hours - Task 3				8		\$1,060						\$2,200	
Total Labor Hours		4		40	6	\$12,788						\$13,200	
										Total Estimated Cost		\$13,200	

CITY OF LATHROP

TASK ORDER NO. 1

**PURSUANT TO MASTER AGREEMENT DATED JUNE 10, 2019 WITH
WOODARD & CURRAN
TO PROVIDE ENGINEERING AND PERMIT COMPLIANCE
CONSULTING SERVICES RELATED TO ADDITION OF USE AREA A37**

THIS TASK ORDER NO. 1, dated for convenience this 10th day of June 2019 is by and made and entered into by and between **WOODARD & CURRAN** ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, on May 13, 2019, CONSULTANT entered into a Master Agreement ("AGREEMENT") with the CITY, by which the CONSULTANT has agreed to provide **Engineering and Permit Compliance Consulting Services**; and;

WHEREAS, CONSULTANT submitted a scope of work as shown in Exhibit "A"; to provide Engineering and Permit Compliance Consulting Services related to the addition of agricultural land application area A37 to the City's recycled water system, and;

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

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

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

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

AGREEMENT

(1) **Incorporation of Master Agreement**

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

CITY OF LATHROP – TASK ORDER NO. 1 WITH W&C FOR ENGINEERING AND PERMIT COMPLIANCE SUPPORT SERVICES RELATED TO ADDITION OF USE AREA A37

(2) **Scope of Service**

CONSULTANT agrees to perform Engineering and Permit Compliance Consulting Services in accordance with the scope of work and fee proposal attached hereto as Exhibit "A" to this Task Order.

CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to the CITY'S satisfaction.

(3) **Effective Date and Term.**

The effective date of this Task Order No. 1 is **June 10, 2019**, and it shall terminate no later than **June 30, 2020**.

(4) **Compensation**

CITY hereby agrees to pay CONSULTANT hourly rates and other charges not to exceed **\$10,034** for the Engineering and Permit Compliance Consulting Services. CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work.

(5) **Notice to Proceed**

Prior to commencing work under this agreement, CONSULTANT shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary 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.

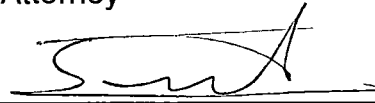
(6) **Signatures**

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 – TASK ORDER NO. 1 WITH W&C FOR ENGINEERING AND PERMIT COMPLIANCE SUPPORT SERVICES RELATED TO ADDITION OF USE AREA A37

Approved as to Form:

City of Lathrop
City Attorney



6-3-19

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
Assistant Public Works Director

Michael King

Date

Approved By:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

Woodard & Curran
David L. Richardson, P.E., Senior Vice President
2175 N. California Blvd., Ste 315
Walnut Creek, CA 94596

Fed ID # _____

Bus License # _____

Signature

Date

(Print Name and title)

COMMITMENT & INTEGRITY
DRIVE RESULTS

2175 N California Blvd | Suite 315
Walnut Creek California 94596
www.woodardcurran.com

T 925.627.4100



March 25, 2019

Michael King
Assistant Public Works Director
City of Lathrop, Department of Public Works
390 Towne Centre Drive
Lathrop, CA 95330

Re: Proposal to Provide A37 Expansion Permit Compliance Assistance

Dear Michael:

The City of Lathrop is continuing its efforts to expand its recycled water system to meet the needs of the growing community. In early 2018, the Central Valley Regional Water Quality Control Board adopted Order R5-2016-0028-01, Waste Discharge Requirements (WDR) for the City of Lathrop Consolidated Treatment Facility.

As documented in the WDR, Woodard & Curran (W&C) assisted the City with submitting the Expansion Completion Report dated August 25, 2015 confirming the completion of the 1.0 mgd facility expansion project. W&C has also assisted the City with the necessary Recycled Water Storage and Conveyance System Improvements Completion Report and the Recycled Water User Report as required by Provisions H.1.e and H.1.f. of Order R5-2015-0006 to confirm the available storage and disposal capacity needed for the plant expansions from 0.75 mgd to 1.0 mgd and from 1.0 mgd to 1.55 mgd. Additional recycled water storage capacity and Use Areas will be added as needed. Woodard & Curran is currently providing assistance for expansion of the City's recycled water system to provide service to Use Area A34. The next expansion to the City's recycled water system is the addition of Use Area A37.

W&C is happy to provide continued service to the City in this capacity and has prepared the following scope.

Scope of Work

Task 1 – Recycled Water User Report

Provision H.1.f requires that a Recycled Water User Report (User Report) be prepared at least 60 days prior to conveying recycled water to any new Use Areas. The Permit requires very specific information to be provided.

W&C will prepare a report following the requirements of the Permit, which includes the following components:

- Map showing the site location, boundaries of the Use Area, County APN/Parcel Number;
- Name of the User and contact information;



- Specific use of the recycled water, Use Area acreage, the type of vegetation/crops to which the recycled water will be applied, and the anticipated volume of recycled water to be used;
- On-site supervisor name;
- Description of the recycled water management facilities and operations plan
- Plans and specifications including the following:
 - Pipe locations
 - Type and location of the outlets and plumbing fixtures accessible to the public
 - Methods/devices to prevent backflow of recycled water into the public water system
 - Plan notes relating to recycled water specific installation
- Certification that the new Use Area conforms to the Discharger's rules and regulations
- An assessment of whether groundwater monitoring is appropriate based on pre-discharge groundwater quality monitoring results, the size of the new use area, and planned volume of recycled water that will be applied.
- Signed User Agreement
- Results of the cross-connection control test (if needed)

The City/Developer will provide all the information above for A37. Since A37 is near existing Use Areas, it is assumed that no additional groundwater monitoring will be needed. Thus, the User Report will include a characterization of the groundwater in the area around Use Area A37 and describe the Monitoring and Reporting Program recommendations for the area. It is assumed that additional environmental assessment would not be needed for Use Area A37.

Deliverables

- Draft and Final User Report.
- Cover Letter.

Assumptions

- One round of review by the City and EKI. All comments by the City and EKI will be consolidated into one redlined document.
- CEQA review would be needed if the improvements were not previously evaluated in past environmental documentation. The development of CEQA would be evaluated on a case-by-case basis. The budget does not include the cost of CEQA document preparation.
- Reclamation at the Use Area A37 can be adequately regulated under the Master Recycling Permit and individual Water Recycling Requirements will not be required.

Timing

- The User Report must be submitted 60 days prior to conveying recycled water to Use Area A37. The report will be prepared approximately one month before submittal. It is assumed that preparation and review of the document



will be completed within a one-month timeframe, if CEQA review is not required. This includes timely review by the City/Developer.

- If CEQA review is needed, additional time will be included for the preparation of CEQA. Typically, an addendum requires City Council approval and a couple months of lead time. Longer lead time would be needed if higher levels of environmental documentation were required.

Task 2 – Recycled Water Storage and Conveyance System Improvements Completion Report

Provision H.1.e requires that a Recycled Water Storage and Conveyance System Improvements Completion Report (Storage and Conveyance Report) be prepared “prior to operational use of any expansion of the recycled water system, including but not limited to new recycled water storage ponds, recycled water distribution system, and recycled water infrastructure improvements to deliver recycled water to the new or expanded Use areas... The report shall document the construction of the improvements and certify that they are fully functional and ready to receive treated wastewater in compliance with requirements of this Order. The report shall include design parameters, final dimensions and volumetric capacity (for ponds) and as-built drawings.”

The expansion of the recycled water system to serve Use Area A37 will include an extension of a recycled water pipeline along Dos Reis Road. Woodard & Curran will prepare a Storage and Conveyance Report for the new CLSP infrastructure following the requirements of the Permit.

Deliverables

- Draft and Final Storage and Conveyance Report
- Cover Letter

Assumptions

- The City/Developer will provide all relevant information to support the preparation of this report, including information on the design parameters, plans and specifications, and all as-built drawings for the proposed pipeline.
- One round of review by the City and EKI. All comments by the City and EKI will be consolidated into one redlined document.
- The development of the Storage and Conveyance Report will be based on completed as-built drawings provided by the City/Developer.
- CEQA review would be needed if the improvements were not previously evaluated in past environmental documentation. The development of CEQA would be evaluated on a case-by-case basis. The budget does not include the cost of CEQA document preparation.
- The budget reflects completing one Storage and Conveyance Report.

Timing

- The report must be submitted 60 days prior to system operation. The report will be prepared approximately one month before submittal. It is assumed that preparation and review of the document will be completed within a one-month



timeframe, if CEQA review is not required. This includes timely review by the City/Developer.

- If CEQA review is needed, additional time will be included for the preparation of CEQA. Typically, an addendum requires City Council approval and a couple months of lead time. Longer lead time will be needed if higher levels of environmental documentation are required.

Task 3 – Project Management

W&C will prepare monthly invoices and progress reports and provide continued coordination with the City and its consulting team.

Deliverables

- Monthly invoices and progress reports.

Assumptions

- This budget does not include any meetings.

The estimated level of effort for Tasks 1 through 3 is \$10,034, as detailed the attached fee estimate. W&C is eager to continue the collaboration with you, your staff, and your consulting team at Lathrop helping to move wastewater and recycled water projects forward. If you have any questions about our proposal or would like additional information, please call me at (926) 627-4138.

Sincerely,

WOODARD & CURRAN

A handwritten signature in cursive script that reads "David L. Richardson".

David L. Richardson, P.E.
Project Manager, Senior Vice President

Attachment: Fee Estimate



ATTACHMENT

Fee Estimate

City of Lathrop A37 Expansion Permit Compliance

Tasks	Labor			Total Hours	Total Labor Costs (1)	ODCs		Total Fee
	Dave Richardson	Rachel Gross	Sarah Rhodes			ODCs	Total ODCs (3)	
	PIC	PM/PE	QA/QC					
	\$310	\$212	\$266					
Task 1: Recycled Water User Report								
1.1 Recycled Water User Report	2	16	2	20	\$4,544		\$0	\$4,544
Subtotal Task 1:	2	16	2	20	\$4,544	\$0	\$0	\$4,544
Task 2: Recycled Water Storage and Conveyance Report								
2.1 Recycled Water Storage and Conveyance Report	2	16	2	20	\$4,544		\$0	\$4,544
Subtotal Task 2:	2	16	2	20	\$4,544	\$0	\$0	\$4,544
Task 3: Project Management								
3.1 Project Management	1	3	0	4	\$946		\$0	\$946
Subtotal Task 3:	1	3	0	4	\$946	\$0	\$0	\$946
TOTAL	5	35	4	44	\$10,034	\$0	\$0	\$10,034

1. The individual hourly rates include salary, overhead and profit.
2. Subconsultants will be billed at actual cost plus 10%.
3. Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost
4. Woodard & Curran reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts.



Office of the City Manager

390 Towne Centre Dr. - Lathrop, CA 95330
Phone (209) 941-7220 - fax (209) 941-7248
www.ci.lathrop.ca.us

NOTICE TO PROCEED

EKI Environment & Water, Inc.
Steve Tarantino, President
577 Airport Boulevard, Suite 500
Burlingame, CA 94010

Sent via email & original mailed: starantino@ekiconsult.com

Dear Mr. Tarantino:

Enclosed please find your original of the executed Professional Service Agreement to provide **Program Management for Recycled Water Program Expansion to the Central Lathrop Specific Plan Area**. This is your Notice to Proceed to the attached Agreement.

Should you have any questions regarding this project, please contact Gregory Gibson at (209) 941-7442, the staff member directly involved with this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen J. Salvatore".

Stephen J. Salvatore
City Manager

Copy: Teresa Vargas, City Clerk
Project File

**CITY OF LATHROP
AGREEMENT FOR CONSULTING SERVICES
WITH EKI ENVIRONMENT & WATER, INC.
TO PROVIDE PROGRAM MANAGEMENT FOR
RECYCLED WATER PROGRAM EXPANSION TO THE
CENTRAL LATHROP SPECIFIC PLAN AREA**

THIS AGREEMENT, dated for convenience this May 23, 2019 is by and between EKI Environment & Water, Inc. ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Professional Consulting Services, which are required by this agreement; and

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

WHEREAS, CONSULTANT is willing to render such Professional Consulting Services, as hereinafter defined, on the following terms and conditions; and

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

AGREEMENT

(1) Scope of Service.

CONSULTANT agrees to perform services in conformance with the scope of work submitted by the CONSULTANT, hereafter referred to as Exhibit "A" and incorporated herein by reference. CONSULTANT agrees to diligently perform these services in accordance with the standards of its profession, as stated in Article 11, and CITY'S satisfaction.

(2) Compensation.

CITY hereby agrees to pay CONSULTANT on a time and expense reimbursement basis in accordance with Exhibit "A" up to a sum not to exceed **\$35,100** Consulting Services as set forth in Exhibit "A" and incorporated herein by reference, notwithstanding any contrary indications which may be contained in CONSULTANT'S proposal. CONSULTANT shall be paid within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below.

Compensation for any task must be equal or less than the percentage complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A" Scope of Work, 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.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
PROGRAM MANAGEMENT FOR RECYCLED WATER PROGRAM EXPANSION TO THE CENTRAL
LATHROP SPECIFIC PLAN AREA

Payment is made based on a time and material basis.

(3) Effective Date and Term

The effective date of this Agreement is **May 23, 2019**, and it shall terminate no later than **June 30, 2020**.

(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. CONSULTANT is responsible for controlling the means and methods to complete the scope of work described in Exhibit "A" to City's satisfaction. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

(5) Billings

CONSULTANT'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for 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, regardless of the reason, or the lack of a reason, according to the CITY'S request.

The services shall be performed by, or under the direct supervision, CONSULTANT's Authorized Representative: **Jonathon Sutter, P.E.**, CONSULTANT shall not replace its Authorized Representatives without the prior written approval by the CITY.

(8) Assignment and Subcontracting

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONSULTANT. Neither this Agreement nor any interest therein may be assigned by CONSULTANT without the prior written approval of CITY'S Public Works Director. 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 Public Works Director.

(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, unless otherwise authorized by City. 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. Workers Compensation Insurance shall be provided as required by law, 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.

**CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
PROGRAM MANAGEMENT FOR RECYCLED WATER PROGRAM EXPANSION TO THE CENTRAL
LATHROP SPECIFIC PLAN AREA**

If a 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 additional insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including general supervision of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
- (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.
- (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
- (iv) Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
- (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A:VII.
- (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
PROGRAM MANAGEMENT FOR RECYCLED WATER PROGRAM EXPANSION TO THE CENTRAL
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- (c) Professional Liability. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than One Million Dollars (\$1,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:
- (i) Any deductible or self-insured retention shall not exceed \$150,000 per claim.
 - (ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
 - (iii) The policy must contain a cross liability or severability of interest clause.
 - (iv) The following provisions shall apply if the professional liability coverages are written on a 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, so long as commercially available at reasonable rates.
 - 4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this Agreement.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
PROGRAM MANAGEMENT FOR RECYCLED WATER PROGRAM EXPANSION TO THE CENTRAL
LATHROP SPECIFIC PLAN AREA

- (d) Deductibles and Self-Insured Retentions. CONSULTANT's policies shall have self-insured retentions not exceeding \$100,000 except with concurrence of the CITY.
- (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, so long as commercially available at reasonable rates.
 - (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, that (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 in accordance with the Standard of Care in Article 11.

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.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
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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 in accordance with Article 11.

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) Standard of Care

CONSULTANT agrees that, in connection with its services to be performed under this Agreement, such services are performed with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or a similar locality. CITY recognizes that the state of practice, particularly with respect to hazardous waste conditions, is changing and evolving.

While CONSULTANT will perform in reasonable accordance with standards in effect at the time its services are performed, it is recognized that such standards may subsequently change because of improvements in the state of practice. When the findings and recommendations of CONSULTANT are based on information supplied by CITY and others, CONSULTANT shall have the right to rely on the accuracy and completeness of such information. No warranty or guarantee, express or implied, is made or intended by providing of consulting services or by furnishing oral or written reports of the findings made.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
PROGRAM MANAGEMENT FOR RECYCLED WATER PROGRAM EXPANSION TO THE CENTRAL
LATHROP SPECIFIC PLAN AREA

(12) 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, by signing this agreement CONSULTANT states 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.

(13) Business Licenses

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

(14) Termination

Either CITY or CONSULTANT may cancel this Agreement at any time for convenience upon thirty (30) days written notification to 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.

(15) Funding

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

(16) 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.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
PROGRAM MANAGEMENT FOR RECYCLED WATER PROGRAM EXPANSION TO THE CENTRAL
LATHROP SPECIFIC PLAN AREA

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

To Consultant: EKI Environment & Water, Inc.
577 Airport Boulevard, Suite 500
Burlingame, CA 94010
Phone: (650) 292-9100
Fax: (650) 552-9012
ATTN: Stephen A. Tarantino, P.E.

(17) Miscellaneous

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (c) Definitions. The definitions and terms are as defined in these specifications.
- (d) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (e) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

**CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
PROGRAM MANAGEMENT FOR RECYCLED WATER PROGRAM EXPANSION TO THE CENTRAL
LATHROP SPECIFIC PLAN AREA**

- (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, 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.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
PROGRAM MANAGEMENT FOR RECYCLED WATER PROGRAM EXPANSION TO THE CENTRAL
LATHROP SPECIFIC PLAN AREA

If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.

- (n) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (o) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

(18) General Contractor Responsibilities

Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or CONSULTANT'S sub-consultants shall relieve the any General Contractor retained by the CITY of its obligations, duties and responsibilities.

CITY agrees that the CITY, CONSULTANT and its sub-consultants shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor' general liability insurance policy and that a Waiver of Subrogation in favor of CONSULTANT will be provided under the General Contractor's Workers Compensation policy. CITY will require General Contractor to provide evidence of such insurance to CITY and CONSULTANT prior to General Contractor beginning work on the project.

(19) Notice to Proceed

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

(20) 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
PROGRAM MANAGEMENT FOR RECYCLED WATER PROGRAM EXPANSION TO THE CENTRAL
LATHROP SPECIFIC PLAN AREA

Approved as to Form:

City of Lathrop
City Attorney



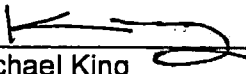
5-16-19

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
Assistant Public Works Director



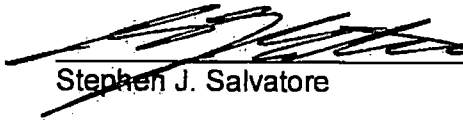
5-11-19

Michael King

Date

Approved by:
Resolution No.

City of Lathrop
City Manager



5-23-19

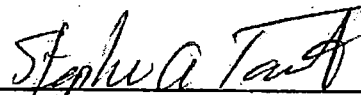
Stephen J. Salvatore

Date

CONSULTANT:

EKI Water & Environment, Inc.
577 Airport Blvd., Suite 500
Burlingame, CA 94010

Fed ID # 94-3087395
Lathrop Bus License #20137



5/15/2019

Stephen Tarantino, P.E.

Date

REVISED – 1 February 2019

Michael King
Assistant Public Works Director
City of Lathrop
390 Towne Centre Drive
Lathrop, California 95330

Subject: Proposed Scope of Work and Budget for
Program Management for Recycled Water Program Expansion to the Central Lathrop
Specific Plan Area
City of Lathrop, California
(EKI B50009.13)

Dear Mr. King:

EKI Environment & Water, Inc. ("EKI") is pleased to present this proposed scope of work for providing program management services for the recycled water program expansion to the Central Lathrop Specific Plan Area ("CLSP") for the City of Lathrop.

BACKGROUND

EKI previously provided program management services to the City of Lathrop ("City") for the expansion of the City's recycled water program to include landscape irrigation within the River Islands development. The City has now requested that EKI provide program management services for the expansion of the City's recycled water program to include the CLSP development. EKI's program management tasks are described in the scope provided below.

PROPOSED SCOPE OF WORK

Task 1 -- Review Project Plans

As a first task, EKI will review the existing project design documents to evaluate issues possibly related to the permitting of the expansion. EKI will coordinate with the City and the CLSP developer regarding issues identified during the initial review stage.

Task 2 – Prepare CTF Final Design Report

Based on the project design drawings, EKI will prepare a draft of the CTF Expansion Final Design Report, which will include the components identified in the City's Waste Discharge Requirements ("WDR") permit, including an updated water balance for the recycled water system. The draft report will be provided to the City for review. Following receipt of comments, EKI will prepare a final report that incorporates the City's comments. The final report will be provided in PDF format via electronic mail.

Based on the WDRs, the CTF Expansion Final Design Report is required to be submitted at least 180 days prior to a planned increase in CTF flow capacity.

Task 3 – Prepare CTF Expansion Completion Report

Upon completion of the construction of the Use Areas and the receipt of as-built drawings from the City or the CLSP developer, EKI will prepare a draft of the CTF Expansion Completion Report documenting the construction and any changes made from the CTF Final Design Report. The draft report will be provided to the City for review. Following receipt of comments, EKI will prepare a final report that incorporates the City's comments. The final report will be provided in PDF format via electronic mail.

Based on the WDRs, the CTF Expansion Final Design Report is required to be submitted at least 60 days prior to a planned increase in CTF flow capacity.

Task 4 – Review Draft Recycled Water Documents Prepared by Woodard & Curran

EKI will review and provide comments on the following recycled water documents prepared by Woodard & Curran ("W&C"):

- Recycled Water User Report, and
- Updated Recycled Water Operations Plan

Based on the WDRs, the Recycled Water User Report is required to be submitted at least 60 days prior to conveying recycled water to the new Use Areas.

Task 5 -- Provide Program Management Services for Recycled Water Expansion

EKI will provide program management services for the recycled water expansion, as described below:

- EKI will participate in and lead conference calls with consultants, developers, and/or City staff as needed during the expansion effort described above. EKI will prepare conference call agendas and conference call minutes. For budgeting purposes, it is assumed that there will be two such conference calls.

- EKI will monitor tasks and schedule progress, tracking and following up on action items as appropriate, as well as providing periodic updates to City staff.
- EKI will coordinate and communicate with the CLSP developer, CLSP consultants, and other stakeholders as needed to implement the recycled water expansion effort.
- EKI will communicate with the regulatory agencies, including the Regional Water Quality Control Board (“RWQCB”) staff about the permit submittals, and will participate in calls with the City and RWQCB as appropriate.
- As needed, EKI will assist the City on issues related to recycled water rates or fees. Although the extent of such assistance is not known at this time, for budgeting purposes, it is assumed that up to 12 staff hours will be expended on recycled water rate/fee issues.
- EKI will coordinate the above efforts with other ongoing programs including the Water, Wastewater, and Recycled Water Master Plans, as well as the so-called Tracking Tool. As part of these efforts, EKI will update the Tracking Tool to include the new Use Areas.

Task 6 – Assist with Miscellaneous Project Management Issues

In addition to the tasks outlined above, EKI expects that the City will periodically request that EKI perform other management tasks, such as participating in City discussions on overall project strategy, that do not fall strictly within the scope of Tasks 1 through 5 above. EKI will perform such tasks at the City’s request, subject to the budgetary limits outlined in the attached Table 1.

SCHEDULE

EKI will begin work upon receiving authorization from the City. The expected timeframes for the Task described above are as follows:

- The review of the project plans (Task 1) can be completed within approximately one week of receiving authorization.
- The preparation of the draft CTF Expansion Final Design Report (Task 2) can be completed within approximately two weeks of the completion of Task 1 and the receipt of all relevant design information from the City and/or CLSP developer.
- The final CTF Expansion Final Design Report can be submitted within approximately one week of receiving comments from the City on the draft report. Note that based on the above timeline and the 180-day RWQCB review period mentioned in the WDRs, the authorization to proceed will need to be received about 210 to 240 calendar days prior to the desired approval of the expansion by the RWQCB.

- The preparation of the draft CTF Expansion Completion Report (Task 3) can be completed within approximately two weeks of receiving as-built drawings for the Use Areas.
- The final CTF Expansion Completion Report can be submitted within approximately one week of receiving comments from the City on the draft report. Note that based on this timeline and the 60-day RWQCB review period outlined in the WDRs, the as-built drawings will need to be received approximately 90 calendar days prior to the desired approved approval of the expansion by the RWQCB.
- The review of the W&C documents (Task 4) can be completed within three working days of receiving the documents.

COMPENSATION

We propose that compensation for consulting services by EKI Environment & Water, Inc. be on a time and expense reimbursement basis in accordance with our current Schedule of Charges, dated 1 January 2019. On the basis of the Scope of Work described above, we propose a budget of \$35,100.

TERMS AND CONDITIONS

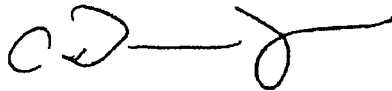
Except as specifically modified above, all other terms of our 2 March 2015 Agreement shall remain in full force and effect.

If this proposal meets with your approval, please send us an Agreement Amendment to review and execute.

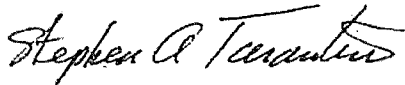
We are pleased to have the opportunity to continue to work with the City of Lathrop. Please call us at (650) 292-9100 if you have any questions or wish to discuss these matters in greater detail.

Very truly yours,

EKI ENVIRONMENT & WATER, INC.

A handwritten signature in black ink, appearing to read "C. David Umezaki". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

C. David Umezaki, P.E.
Project Engineer

A handwritten signature in black ink, appearing to read "Stephen A. Tarantino". The signature is cursive and somewhat stylized, with a prominent initial "S".

Stephen A. Tarantino, P.E.
Vice President

TABLE 1
ESTIMATED BUDGET FOR PROGRAM MANAGEMENT FOR RECYCLED WATER PROGRAM EXPANSION TO CLSP
 City of Lathrop
 (EKI B50009.13)

TASKS	ESTIMATED LABOR (Hours)						TOTAL LABOR COST (\$)	EXPENSES AND ADMINISTRATION				ESTIMATED COST	
	Personnel & Rates (\$/hr)							UNIT	QNTY	UNIT COST (\$)	10% MARKUP (\$)	TOTAL COST PER ITEM (\$)	SUB TOTALS (\$)
	Administrative	CAD Operator/GIS Analyst	Tina Wang, P.E.	Jonathan Sutter, P.E.	C. David Umezaki, P.E.	Stephen A. Tarantino, P.E.							
103	118	165	191	265	286								
Task 1 - Review Project Plans													
Review project design documents				4		\$1,060						\$1,060	
Coordinate with City and CLSP develop about issues				2	1	\$816						\$816	
Communications Fee (EKI Labor Only)							-	4%	\$1,876			\$75	
Subtotal Labor Hours - Task 1				6	1	\$1,876	Estimated Cost - Task 1					\$2,000	
Task 2 - Prepare CTF Final Design Report													
Prepare Draft CTF Final Design Report	2			14	2	\$4,518						\$4,518	
Revise and Finalize CTF Final Design Report, based on City comments				2		\$530						\$530	
Communications Fee (EKI Labor Only)							-	4%	\$5,048			\$202	
Subtotal Labor Hours - Task 2	2			16	2	\$5,048	Estimated Cost - Task 2					\$5,200	
Task 3 - Prepare CTF Expansion Completion Report													
Prepare Draft CTF Expansion Completion Report	2			14	2	\$4,518						\$4,518	
Review and Finalize CTF Expansion Completion Report, based on City comments				2	2	\$1,102						\$1,102	
Communications Fee (EKI Labor Only)							-	4%	\$5,620			\$225	
Subtotal Labor Hours - Task 3	2			16	4	\$5,620	Estimated Cost - Task 3					\$5,800	
Task 4 - Review Draft Recycled Water Documents Prepared by W&C													
Review W&C Recycled Water User Report				4		\$1,060						\$1,060	
Review W&C Recycled Water Operations Plan Update				2		\$530						\$530	
Communications Fee (EKI Labor Only)							-	4%	\$1,590			\$64	
Subtotal Labor Hours - Task 4				6		\$1,590	Estimated Cost - Task 4					\$1,700	
Task 5 - Provide Program Management Services for Expansion													
Prepare Agenda (assume 2)				2	1	\$816						\$816	
Participate in Calls (assume two 1-hour calls)				2	1	\$816						\$816	
Prepare minutes (assume 2)				2	1	\$816						\$816	
Follow up on call action items				4	1	\$1,346						\$1,346	
Coordination with City staff, stakeholders, regulatory agencies, and consultants			4	12	2	\$4,516						\$4,516	
Assistance on rate and fee issues			2	8	2	\$3,074						\$3,074	

TABLE 1
ESTIMATED BUDGET FOR PROGRAM MANAGEMENT FOR RECYCLED WATER PROGRAM EXPANSION TO CLSP
 City of Lathrop
 (EKI B50009.13)

TASKS	ESTIMATED LABOR (Hours)						TOTAL LABOR COST (\$)	EXPENSES AND ADMINISTRATION				ESTIMATED COST	
	Personnel & Rates (\$/hr)							UNIT	QNTY	UNIT COST (\$)	10% MARKUP (\$)	TOTAL COST PER ITEM (\$)	SUB TOTALS (\$)
	Administrative	CAD Operator/GIS Analyst	Tina Wang, P.E.	Jonathan Sutter, P.E.	C. David Umezaki, P.E.	Stephen A. Tarantino, P.E.							
	103	118	165	191	265	286							
Coordination with Master Plans				4	2	1	\$1,580					\$1,580	
Update Tracking Tool			12	4			\$2,744					\$2,744	
Communications Fee (EKI Labor Only)							-	4%	\$15,708			\$628	
Subtotal Labor Hours - Task 5			12	14	32	9	\$15,708	Estimated Cost - Task 5				\$16,300	
Task 3 - Assist with Miscellaneous Program Management Issues													
Miscellaneous assistance (assume 16 hours)				4	12		\$3,944					\$3,944	
Communications Fee (EKI Labor Only)							-	4%	\$3,944			\$158	
Subtotal Labor Hours - Task 6				4	12		\$3,944	Estimated Cost - Task 6				\$4,100	
Total Labor Hours	4	12	18	88	16		\$33,786	Total Estimated Cost				\$35,100	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/17/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Attn: David C. Eckman Oakland CA 94604-2675	CONTACT NAME: Doris A Chambers PHONE (A/C, No., Ext): 510-465-3090 FAX (A/C, No.): 510-452-2193 E-MAIL ADDRESS: dchambers@dealeyrenton.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Greenwich Insurance Company INSURER B: Sentinel Insurance Co. LTD INSURER C: American Automobile Ins. Co. INSURER D: XL Specialty Ins. Co. INSURER E: INSURER F:	NAIC # 22322 11000 21849
INSURED EKI Environment & Water, Inc. 577 Airport Boulevard, Suite 500 Burlingame CA 94010-2023	EKIENVIRO1	

COVERAGES **CERTIFICATE NUMBER:** 315688584 **REVISION NUMBER:**

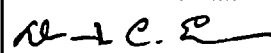
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GEC000341518	6/16/2018	6/16/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	Y	Y	57UEGAM9746	6/16/2018	6/16/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	UEC000341718	6/16/2018	6/16/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	SCW0030171801	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional & Contractors Pollution Liab.			PEC000341617	6/16/2018	6/16/2019	\$5,000,000 per Claim \$5,000,000 Annl Aggr

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project #B50009.13 City of Lathrop, Recycled Water Program Expansion to the Central Lathrop Specific Plan Area -- *The City of Lathrop, its officers, employees, agents and volunteers are named as additional insureds as respects general and auto liability as required per written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s). 30 Day Notice of Cancellation

CERTIFICATE HOLDER

CANCELLATION 30 Day NOC/10 Day for NonPay of Prem

City of Lathrop* Attn: City Clerk 390 Towne Centre Drive Lathrop CA 95330	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Lathrop* Attn: City Clerk 390 Towne Centre Drive Lathrop CA 95330	RE: Project #B50009.13 City of Lathrop, Recycled Water Program Expansion to the Central Lathrop Specific Plan Area *The City of Lathrop, its officers, employees, agents and volunteers
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
City of Lathrop* Attn: City Clerk 390 Towne Centre Drive Lathrop CA 95330	RE: Project #B50009.13 City of Lathrop, Recycled Water Program Expansion to the Central Lathrop Specific Plan Area *The City of Lathrop, its officers, employees, agents
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: EKI Environment & Water, Inc.</p> <p>Endorsement Effective Date: 6/16/2018</p>
--

SCHEDULE

<p>Name Of Person(s) Or Organization(s): RE: Project #B50009.13 City of Lathrop, Recycled Water Program Expansion to the Central Lathrop Specific Plan Area</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

Workers' Compensation and Employers' Liability Insurance Policy
Waiver of Our Right to Recover From Others Endorsement - California
WC 04 03 06

If the following information is not complete, refer to the appropriate Schedule attached to the policy.

Insured: EKI Environment & Water, Inc.

Policy Number SCW0030171801

Producer: Dealey, Renton & Associates

Effective Date 7/1/2018

Schedule

Person or Organization

City of Lathrop*
Attn: City Clerk
390 Towne Centre Drive
Lathrop CA 95330

Job Description

RE: Project #B50009.13 City of Lathrop, Recycled
Water Program Expansion to the Central Lathrop
Specific Plan Area

*The City of Lathrop, its officers, employees,
agents and volunteers

Additional Premium %

We have the right to recover our payments from any-
one liable for an injury- covered by this policy. We
will not enforce our right against the person or
organization named in the Schedule. (This agreement
applies only to the extent that you perform work
under a written contract that requires you to obtain
this agreement from us.)

You **must** maintain payroll records accurately segre-
gating the remuneration of your employees while en-
gaged in the work described in the Schedule.

The additional premium for this endorsement shall be
the percentage, as shown in the Schedule applicable
to this endorsement, of the California workers'
compensation premium otherwise due on such
remuneration.



Authorized Representative



Office of the City Manager

390 Towne Centre Dr. - Lathrop, CA 95330
Phone (209) 941-7220 - fax (209) 941-7248
www.ci.lathrop.ca.us

NOTICE TO PROCEED

Woodard & Curran
David Richardson, Senior Vice President
2175 N. California Blvd., Ste. 315
Walnut Creek, CA 94596

Sent via email & original mailed: drichardson@woodardcurran.com

Dear Mr. Richardson:

Enclosed please find your original executed Professional Services Agreement to provide **Compliance Assistance to the Central Lathrop Specific Plan Recycled Water Use Areas Expansion Permit**. This is your Notice to Proceed to the attached Agreement

Should you have any questions regarding this project, please contact Greg Gibson at (209) 941-7422, the staff member directly involved with this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen J. Salvatore", is written over a horizontal line.

Stephen J. Salvatore
City Manager

Copy: Teresa Vargas, City Clerk
Project File

CITY OF LATHROP

**AGREEMENT BETWEEN THE CITY OF LATHROP
AND WOODARD & CURRAN**

**TO PROVIDE CENTRAL LATHROP SPECIFIC PLAN RECYCLED
WATER USE AREAS EXPANSION PERMIT COMPLIANCE ASSISTANCE**

THIS AGREEMENT, dated for convenience this **May 23** 2019, is by and between Woodard & Curran, Inc. ("CONSULTANT") and the City of Lathrop, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Professional Consulting Services, which are required by this agreement; and

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

WHEREAS, CONSULTANT is willing to render such Professional Consulting Services, as hereinafter defined, on the following terms and conditions; and

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

AGREEMENT

(1) Scope of Service

CONSULTANT agrees to perform services in conformance with the scope of work submitted by the CONSULTANT, hereafter referred to as Exhibit "A" and incorporated herein by reference. CONSULTANT agrees to diligently perform these services in accordance with the standards of its profession, as stated in Article 11, and CITY'S satisfaction.

(2) Compensation

CITY hereby agrees to pay CONSULTANT on a time and expense reimbursement basis in accordance with Exhibit "A" up to a sum not to exceed **\$30,776** for the Consulting Services set forth in Exhibit "A". CONSULTANT shall be paid within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below.

Compensation for any task must be equal or less than the percentage complete. In no event shall CONSULTANT be entitled to compensation for work not included in exhibit "A", Scope of Work, unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work.

Payment is made based on a time and material basis.

(3) Effective Date and Term

The effective date of this Agreement is **May 23** 2019, and it shall terminate no later than **June 30, 2020**.

(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. CONSULTANT is responsible for controlling the means and methods to complete the scope of work described in exhibit "A" to City's satisfaction. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

(5) Billings

CONSULTANT'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for 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, regardless of the reason, or the lack of a reason, according to the CITY'S request.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
WOODARD & CURRAN – PERMIT COMPLIANCE SUPPORT

The services shall be performed by, or under the direct supervision, CONSULTANT's Authorized Representative: **David Richardson, P.E.**, CONSULTANT shall not replace its Authorized Representatives without the prior written approval by the CITY.

(8) Assignment and Subcontracting

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONSULTANT. Neither this Agreement nor any interest therein may be assigned by CONSULTANT without the prior written approval of CITY'S Public Works Director. 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 Public Works Director.

(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, unless otherwise authorized by City. 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. Workers Compensation Insurance shall be provided as required by law, 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.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
WOODARD & CURRAN – PERMIT COMPLIANCE SUPPORT

- (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 a 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 additional insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including 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 OF LATHROP – CONSULTING SERVICES AGREEMENT
WOODARD & CURRAN – PERMIT COMPLIANCE SUPPORT

- CITY and its officers, employees, agents, and volunteers.
- (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
 - (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (c) Professional Liability. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than One Million Dollars (\$1,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:
- (i) Any deductible or self-insured retention shall not exceed \$150,000 per claim.
 - (ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
 - (iii) The policy must contain a cross liability or severability of interest clause.
 - (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, so long as commercially available at reasonable rates.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
WOODARD & CURRAN – PERMIT COMPLIANCE SUPPORT

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's policies shall have self-insured retentions not exceeding \$100,000 except with concurrence of the CITY.
- (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, so long as commercially available at reasonable rates.
- (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, that (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 in accordance with the Standard of Care in Article 11.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
WOODARD & CURRAN – PERMIT COMPLIANCE SUPPORT

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 in accordance with Article 11.

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) Standard of Care

CONSULTANT agrees that, in connection with its services to be performed under this Agreement, such services are performed with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or a similar locality. CITY recognizes that the state of practice, particularly with respect to hazardous waste conditions, is changing and evolving.

While CONSULTANT will perform in reasonable accordance with standards in effect at the time its services are performed, it is recognized that such standards may subsequently change because of improvements in the state of practice.

When the findings and recommendations of CONSULTANT are based on information supplied by CITY and others, CONSULTANT shall have the right to rely on the accuracy and completeness of such information. No warranty or guarantee, express or implied, is made or intended by providing of consulting services or by furnishing oral or written reports of the findings made.

(12) 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, by signing this agreement CONSULTANT states 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.

(13) Business Licenses

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

(14) Termination

Either CITY or CONSULTANT may cancel this Agreement at any time for convenience upon thirty (30) days written notification to 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.

(15) Funding

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

(16) 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.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
WOODARD & CURRAN – PERMIT COMPLIANCE SUPPORT

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

To Consultant: Woodard & Curran
2175 California Blvd., Ste. 315
Walnut Creek, CA 94596
Phone: (925) 627-4100

(17) Miscellaneous

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (c) Definitions. The definitions and terms are as defined in these specifications.
- (d) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (e) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (f) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
WOODARD & CURRAN – PERMIT COMPLIANCE SUPPORT

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, 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 the following Business Day.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
WOODARD & CURRAN – PERMIT COMPLIANCE SUPPORT

- (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.

(18) General Contractor Responsibilities

Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or CONSULTANT'S sub-consultants shall relieve the any General Contractor retained by the CITY of its obligations, duties and responsibilities.

CITY agrees that the CITY, CONSULTANT and its sub-consultants shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor' general liability insurance policy and that a Waiver of Subrogation in favor of CONSULTANT will be provided under the General Contractor's Workers Compensation policy. CITY will require General Contractor to provide evidence of such insurance to CITY and CONSULTANT prior to General Contractor beginning work on the project.

(19) 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.

(20) Cost Estimates

Any statements of estimated construction costs or future operation and maintenance costs furnished by CONSULTANT are predicted costs and are based on professional opinions and judgment. CONSULTANT is not responsible for fluctuations in construction costs due to bidding conditions and other factors which could not be anticipated at the time of preparation of the particular estimate.

(21) CADD Documents

Any Computer Aided Design and Drafting (CADD) documents, drawings and data files provided by CONSULTANT in an electronic format, on tape, computer disk or other electronic media, in accordance with the services covered by this Agreement or as a courtesy to CITY do not constitute the delivery of CONSULTANT'S professional work product. Only the original paper prints constitute CONSULTANT'S professional work product.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
WOODARD & CURRAN – PERMIT COMPLIANCE SUPPORT

Because the electronic media may be damaged during transfer or altered, the paper prints shall control where there are any differences between the paper prints and the electronic media. CONSULTANT makes no warranties, either express or implied, of the merchantability, applicability, compatibility with CITY'S computer equipment or software, or fitness for any particular purpose for the electronic media or that the electronic media contain no defects or are virus free.

Modification or use by CITY of any documents or electronic media prepared by CONSULTANT for any purpose or project other than the project subject to this Agreement shall be at CITY'S sole risk. CITY agrees to indemnify and hold CONSULTANT harmless from any claims, damages, liabilities or costs, including attorneys' fees and costs of defense, arising from any reuse or modification of any documents or electronic media prepared by CONSULTANT without the prior written consent of CONSULTANT.

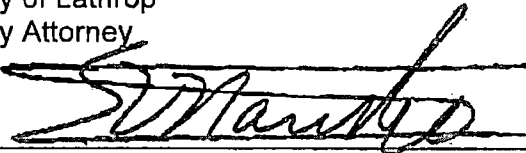
(22) Signatures

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
WOODARD & CURRAN – PERMIT COMPLIANCE SUPPORT

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete Date 5-9-19

Recommended for Approval:

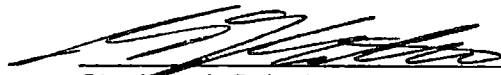
City of Lathrop
Assistant Public Works Director



Michael King Date 5-9-19

Approved By:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330



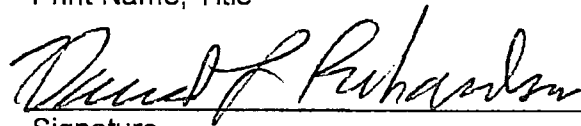
Stephen J. Salvatore Date 5-23-19
City Manager

CONSULTANT:

Woodard & Curran
2175 N. California Blvd., Ste. 315
Walnut Creek, CA 94596

Fed ID # 01-0363222
Lathrop Bus License # 20520

David L. Richardson, Sr. Vice President
Print Name, Title



Signature Date 5/11/19

EXHIBIT A



January 31, 2019

Michael King
Assistant Public Works Director
City of Lathrop, Department of Public Works
390 Towne Centre Drive
Lathrop, CA 95330

Re: Proposal to Provide CLSP Recycled Water Use Areas Expansion Permit
Compliance Assistance

Dear Michael:

The City of Lathrop is continuing its efforts to expand its recycled water system to meet the needs of the growing community. In early 2018, the Central Valley Regional Water Quality Control Board adopted Order R5-2016-0028-01, Waste Discharge Requirements (WDR) for the City of Lathrop Consolidated Treatment Facility.

As documented in the WDR, Woodard & Curran assisted the City with submitting the Expansion Completion Report dated August 25, 2015 confirming the completion of the 1.0 mgd facility expansion project. Woodard & Curran has also assisted the City with the necessary Recycled Water Storage and Conveyance System Improvements Completion Report and the Recycled Water User Report as required by Provisions H.1.e and H.1.f. of Order R5-2015-0006 to confirm the available storage and disposal capacity needed for the plant expansions from 0.75 mgd to 1.0 mgd and from 1.0 mgd to 1.55 mgd. Additional recycled water storage capacity and Use Areas will be added as needed. Per Provisions H.1.e and H.1.f. of Order R5-2016-0028, the City will need to submit additional Recycled Water User Reports for the additional Use Areas. Woodard & Curran is currently providing assistance for expansion of the City's recycled water system to provide service to Use Area A34. One of the next expansions to the City's recycled water system is the addition of Landscape Use Areas, including four parks, in the Central Lathrop Specific Plan (CLSP) area.

Woodard & Curran is happy to provide continued service to the City in this capacity and has prepared the following scope.

Scope of Work

Task 1 – CLSP Recycled Water Documents

In order to facilitate the addition of the CLSP Use Areas to the City's recycled water system, Woodard & Curran will update the City's existing Operations Plan. Woodard & Curran will also prepare a Recycled Water User Report, including coordination on any User Agreements, and a Recycled Water Storage and Conveyance Report for the new CLSP Use Areas and associated storage and conveyance.



Task 1.1 – Operations Plan and Monitoring and Reporting Forms Update

Woodard & Curran will update the current version of the Operations Plan to incorporate the addition of the CLSP Use Areas. Specifically, the tables and schematic figures will be revised to include the CLSP Use Areas and recycled water storage and appropriately identify the active systems components. Woodard & Curran will also update the City’s Recycled Water Monitoring and Reporting Forms as needed so that they can be used for the CLSP Use Areas

Deliverables

- Updated Operations Plan
- Updated Monitoring and Reporting Forms

Assumptions

- One round of review by the City. All review will be consolidated into one document.
- The City/Developer will provide all relevant information on the new CLSP Use Areas and facilities to support the update of the Operations Plan.
- Updates to the Operations Plan will be limited to updates of tables and figures to include the new CLSP Use Areas.

Task 1.2 – Recycled Water User Report

Provision H.1.f of Order R5-2016-0028 requires that a Recycled Water User Report (User Report) be prepared at least 60 days prior to conveying recycled water to any new Use Areas. Woodard & Curran will prepare the report following the requirements of the Permit. The City/Developer will provide all the information listed under the Provision, except for the following:

- The assessment of whether groundwater monitoring is appropriate is based on pre-discharge groundwater quality. It is assumed that additional environmental assessment would not be needed for the CLSP Use Areas.
- Woodard & Curran will provide coordination with the City regarding cross-connection control testing and include results of the test within the report (See Task 2.2 below).

Deliverables

- Draft and Final User Report
- Cover Letter

Assumptions

- One round of review by the City and EKI. All review will be consolidated into one document.
- The budget does not include the cost of CEQA document preparation, which is believed to have been completed.
- Reclamation at the CLSP Use Areas can be adequately regulated under the Master Recycling Permit and individual Water Recycling Requirements will not be required.



Timing

- The User Report must be submitted 60 days prior to conveying recycled water to the CLSP Use Areas. The report will be prepared approximately one month before submittal. It is assumed that preparation and review of the document will be completed within a one-month timeframe, if CEQA review is not required. This includes timely review by the City/Developer.

Task 1.3 – Use Areas Plan Review

Woodard & Curran will review and evaluate the existing plans for the new CLSP Use Areas to confirm that they meet the City's Design & Construction Standards and Title 22 Requirements. This review will also consider the plans' implications on monitoring and reporting and will inform how Use Areas are delineated and defined in reports to the City and Regional Board. Woodard & Curran will provide comments to the City and CLSP developer noting any discrepancies between the plans and the City's Design & Construction Standards & Title 22 Requirements.

Deliverables:

- Use Area Plan Review Comments

Assumptions

- The City or CLSP developer will provide Woodard & Curran with plans for all Use Areas at one time to allow a cohesive review of the plans.
- Woodard & Curran will review one draft set of plans and may conduct one additional review of finalized versions if changes to plans are required following Woodard & Curran's initial review.

Task 2 – CLSP Recycled Water Start-Up

As discussed under Task 1, components of the Recycled Water User Report include cross-connection control test results. New Users are also required to complete a Site Supervisor Training class. Under this task, Woodard & Curran will assist the City with coordination on these items prior to start-up of services to the CLSP Landscape Areas.

Task 2.1 – Site Supervisor Training Class

Woodard & Curran previously developed a PowerPoint Presentation and training materials to be used by the City to provide a comprehensive training to Site Supervisors. Woodard & Curran will lead this training class with any new City and CLSP staff that will be acting as Site Supervisors for the new Landscape Use Areas.

Deliverables

- Site Supervisor Training Class

Assumptions

- One Site Supervisor Training will be conducted for all new City and CLSP staff Site Supervisors.



Task 2.2 – Cross-Connection Support

Provision H.1.f of Order R5-2016-0028 requires that a cross-connection control test for new Users be performed in accordance with the American Water Works Association and the Drinking Water Program (Title 17, section 7605). The Drinking Water Program will need to be notified and provided an opportunity to be present during the testing. Woodard & Curran will coordinate with a subconsultant, HydroScience, to perform the cross-connection testing and summarize the results for inclusion in the Recycled Water User Report under Task 1.2.

Deliverables

- Cross-connection test results

Assumptions

- The City will provide access and supervision to Woodard & Curran and HydroScience as the testing is performed.
- Woodard & Curran and HydroScience will perform cross-connection tests and provide documentation for these tests for up to 4 parks.
- Medians, berms, and other smaller landscape use areas will not require cross-connection testing as they do not have on-site potable connections.

Task 3 – Project Management

Woodard & Curran will provide internal and external coordination and communication necessary to assure the project is completed on schedule. The task includes the following 1) communication with City staff, EKI, and the CLSP developer on the status of the project work; 2) attendance at conference calls; 3) preparation of monthly invoices and detailed progress reports; and as needed 4) preparation and maintenance of schedule of deliverables.

Deliverables:

- Monthly invoice and progress reports.

Assumptions

- This budget does not include in-person meetings. It is assumed that all meetings will be conducted via conference call.



The estimated level of effort for Tasks 1-3 is \$30,776, as detailed in the attached fee estimate. Woodard & Curran is eager to continue the collaboration with you, your staff, and your consulting team at Lathrop by helping to move wastewater and recycled water projects forward. If you have any questions about our proposal or would like additional information, please call me at (926) 627-4100.

Sincerely,

WOODARD & CURRAN

A handwritten signature in black ink that reads "David L. Richardson".

David L. Richardson, P.E.
Project Manager, Vice President

Attachment: Fee Estimate



**City of Lathrop
CLSP Expansion Permit Compliance**

Tasks	Labor						Cross Connection Support HydroScience	Subtotal	Sub Consultant Total Cost (2)	ODCs		Total Total Fee
	Dave Richardson	Sarah Rhodes/ Kraig Erickson	Rachel Gross	Total Hours	Total Labor Costs (1)	Total ODCs (3)						
	PIC	PM	PE									
	\$325	\$266	\$213									
Recycled Water Program Development												
Task 1: CLSP Recycled Water Documents	2	14	38	54	\$12,468	\$0	\$0	\$0	\$0	\$0	\$12,468	
<i>Operations Plan and Monitoring and Reporting Forms Update</i>	0	2	10	12	\$2,662	\$0	\$0	\$0	\$0	\$0	\$2,662	
<i>Recycled Water User Report</i>	2	6	28	36	\$8,210	\$0	\$0	\$0	\$0	\$0	\$8,210	
<i>Use Area Plan Review</i>	0	6	0	6	\$1,596	\$0	\$0	\$0	\$0	\$0	\$1,596	
Task 2: CLSP Recycled Water Start-Up	0	7	7	14	\$3,353	\$11,600	\$11,600	\$12,180	\$300	\$315	\$15,848	
<i>Site Supervisor Training Class</i>	0	5	5	10	\$2,395	\$0	\$0	\$0	\$200	\$210	\$2,605	
<i>Cross Connection Support</i>	0	2	2	4	\$958	\$11,600	\$11,600	\$12,180	\$100	\$105	\$13,243	
Task 3: Project Management & Meetings	2	2	6	10	\$2,460	\$0	\$0	\$0	\$0	\$0	\$2,460	
<i>Project Management</i>	2	2	6	10	\$2,460	\$0	\$0	\$0	\$0	\$0	\$2,460	
TOTAL	4	23	51	78	\$18,281	\$11,600	\$11,600	\$12,180	\$300	\$315	\$30,776	

1. The individual hourly rates include salary, overhead and profit.
2. Subconsultants will be billed at actual cost plus 5%.
3. Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost plus 5%.
4. Woodard & Curran reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts.



**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this coverage part, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of your **work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 1. the **written contract** requires you to provide the additional insured such coverage; and
 2. this coverage part provides such coverage.
- II. But if the **written contract** requires:
 - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law; then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this coverage part, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of your work that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

Primary and Noncontributory Insurance

CNA75079XX (10-16) Policy No: 6014561812

Insurance Carrier Writing Company

Insured Name:

Page 1 of 2

Effective Date: 02/23/2019

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a written contract requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured. But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any claim, or any occurrence or offense which may result in a claim;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the claim; and
3. make available any other insurance, and tender the defense and indemnity of any claim to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this coverage part. However, if the written contract requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a claim from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this coverage part, provided the contract or agreement: A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the bodily injury or property damage; or
2. the offense that caused the personal and advertising injury; for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16) Policy No: 6014561812

Insurance Carrier Writing Company

Insured Name:

Page 2 of 2

Effective Date: 02/23/2019

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Policy # 6014561812 General Liability
Eff: 2/23/2019

Notice of Cancellation to Certificateholders

It is understood and agreed that:

If the Named Insured has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective. The number of days for such notice for nonpayment of premium will be 10 days.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.



Architects, Engineers and Surveyors General Liability Extension Endorsement

limitations that apply to employees and volunteer workers also apply to anyone qualifying as an Insured under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work included in the products-completed operations hazard.**

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the bodily injury, property damage or personal and advertising injury giving rise to the claim.

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

*Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.*

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as damages because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

- B. Condition 4. **Other Insurance** is amended to add the following subparagraph 4.b.(1)(c):



ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II – LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

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Policy# 6014561843 BAUTO
Eff: 2/23/2019

Notice of Cancellation to Certificateholders

It is understood and agreed that:

If the Named Insured has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective. The number of days for such notice for nonpayment of premium will be 10 days.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	
Endorsement Effective Date:	02/23/2019

SCHEDULE

Name(s) Of Person(s) Or Organization(s): ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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D. Coverage D - Key Employee Exclusions

With respect to Coverage D – Key Employee, this insurance does not apply to any actual or alleged:

1. Death or Disability

death or permanent disability of a key employee relating to, or arising out of:

- a. nuclear reaction or radiation or radioactive contamination, however caused;
- b. sickness or disease, including mental illness or mental injury;
- c. pregnancy, childbirth, miscarriage or abortion;
- d. suicide, attempted suicide or self inflicted bodily injury, while sane or insane;
- e. the key employee's intoxication, impairment or otherwise being under the influence of alcohol or controlled substances;
- f. war, including undeclared or civil war;
- g. warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- h. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

2. Other Expenses

- a. expenses the Named Insured incurs which the Named Insured would not have incurred if the Named Insured had used all reasonable means to:
 - i. find a permanent replacement for the key employee; and
 - ii. reduce or discontinue the key employee replacement expense;as soon as possible after the Named Insured's permanent loss of the services of the key employee caused by a covered accident.
- b. additional expenses incurred due to the Named Insured's loss of the services of a permanent replacement appointed or hired to replace a key employee, however caused. However, this exclusion does not apply if the replacement employee is included in the definition as a key employee and the Named Insured's loss of the services of the replacement employee is caused by a covered accident.

IV. WHO IS AN INSURED

The following persons or organizations are Insureds.

- A. With respect to Coverage A - Excess Follow Form Liability, the Named Insured and any persons or organizations included as an insured under the provisions of underlying insurance are Insureds, and then only for the same coverage, except for limits of insurance, afforded under such underlying insurance.
- B. With respect to the Coverage B - Umbrella Liability:
 1. If the Named Insured is designated in the Declarations of this Policy as:
 - a. an individual, the Named Insured and the Named Insured's spouse are Insureds, but only with respect to the conduct of a business of which the Named Insured is the sole owner.
 - b. a partnership or joint venture, the Named Insured is an Insured. The Named Insured's members, the Named Insured's partners, and their spouses are also Insureds, but only with respect to the conduct of the Named Insured's business.

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CNA Paramount Excess and Umbrella Liability
Policy

- iv. will cooperate with the Insurer in the investigation or settlement of the claim or defense against the suit;
- v. will assist the Insurer, upon its request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply; and
- vi. will not voluntarily make a payment, except at its own cost, assume any obligation, or incur any expense, other than for first aid, without the Insurer's prior consent.

3. Cooperation

With respect to both Coverage A - Excess Follow Form Liability and Coverage B - Umbrella Liability, the Named Insured will cooperate with the Insurer in addressing all claims required to be reported to the Insurer in accordance with this paragraph O. Notice of Claims/Crisis Management Event/Covered Accident, and refuse, except solely at its own cost, to voluntarily, without the Insurer's approval, make any payment, admit liability, assume any obligation or incur any expense related thereto.

P. Notices

Any notices required to be given by an Insured shall be submitted in writing to the Insurer at the address set forth in the Declarations of this Policy.

Q. Other Insurance

If the Insured is entitled to be indemnified or otherwise insured in whole or in part for any damages or defense costs by any valid and collectible other insurance for which the Insured otherwise would have been indemnified or otherwise insured in whole or in part by this Policy, the limits of insurance specified in the Declarations of this Policy shall apply in excess of, and shall not contribute to a claim, incident or such event covered by such other insurance.

With respect to Coverage A - Excess Follow Form Liability only, if:

- a. the Named Insured has agreed in writing in a contract or agreement with a person or entity that this insurance would be primary and would not seek contribution from any other insurance available;
- b. Underlying Insurance includes that person or entity as an additional insured; and
- c. Underlying Insurance provides coverage on a primary and noncontributory basis as respects that person or entity;

then this insurance is primary to and will not seek contribution from any insurance policy where that person or entity is a named insured.

R. Premium

All premium charges under this Policy will be computed according to the Insurer's rules and rating plans that apply at the inception of the current policy period. Premium charges may be paid to the Insurer or its authorized representative.

S. In Rem Actions

A quasi *in rem* action against any vessel owned or operated by or for a Named Insured, or chartered by or for a Named Insured, will be treated in the same manner as though the action were *in personam* against the Named Insured.

T. Separation of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Policy to the First Named Insured, this insurance applies:

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Policy Page:



1. as if each **Named Insured** were the only **Named Insured**; and
2. separately to each **Insured** against whom a claim is made.

U. Transfer of Interest

Assignment of interest under this policy shall not bind the Insurer unless its consent is endorsed hereon.

V. Unintentional Omission

Based on Insurer's reliance on the **Named Insured's** representations as to existing hazards, if the **Named Insured** should unintentionally fail to disclose all such hazards at the effective date of this Policy, the Insurer will not deny coverage under this Policy because of such failure.

W. Waiver of Rights of Recovery

The Insurer waives any right of recovery it may have against any person or organization because of payments the Insurer makes under this Policy if the **Named Insured** has agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. is in effect or becomes effective during the policy period; and
2. was executed prior to loss.

VII. DEFINITIONS

For purposes of this Policy, words in bold face type, whether expressed in the singular or the plural, have the meaning set forth below.

Advertisement means a notice that is broadcast or published to the general public or specific market segments about the **Named Insured's** goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- A. notices that are published include material placed on the Internet or on similar electronic means of communication; and
- B. regarding web-sites, only that part of a web-site that is about the **Named Insured's** goods, products or services for the purposes of attracting customers or supporters is considered an **advertisement**.

Aircraft means any machine or device that is capable of atmospheric flight.

Arbitration proceeding means a formal alternative dispute resolution proceeding or administrative hearing to which an **Insured** is required to submit by statute or court rule or to which an **Insured** has submitted with the Insurer's consent.

Asbestos means the mineral in any form whether or not the asbestos was at any time airborne as a fiber, particle or dust, contained in or formed a part of a product, structure or other real or personal property, carried on clothing, inhaled or ingested, or transmitted by any other means.

Authorized Insured means any executive officer, member of the **Named Insured's** risk management or in-house general counsel's office, or any employee authorized by the **Named Insured** to give or receive notice of a claim.

Auto means:

- A. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- B. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**.

Bodily injury means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of

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Underwriting Company:

Policy No: 6014561826
Policy Effective Date: 02/23/2019
Policy Page:



Policy# 6014561826 CUMB
Eff: 2/23/2019

Notice of Cancellation to Certificateholders

It is understood and agreed that:

If the Named Insured has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective. The number of days for such notice for nonpayment of premium will be 10 days.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.



Policy# 6076061276 CA WC
Eff: 2/23/2019

Notice of Cancellation to Certificateholders

It is understood and agreed that:

If the Named Insured has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective. The number of days for such notice for nonpayment of premium will be 10 days.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.



WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One Workers' Compensation Insurance G. Recovery From Others** and **Part Two Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE -

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 5. %.

4002004760170764475732



**COMMITMENT & INTEGRITY
DRIVE RESULTS**

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T 207.774.2112
F 207.774.6535



Woodard & Curran Insurance

Deductible Approval

By signing below, Client hereby provides its written consent, approval and acceptance of Woodard & Curran's \$350,000 deductible on its Workers' Compensation / Employers' Liability Insurance Policy.

CITY OF LATHROP

Client


Client Signature

5.23.19

Date



*Department of Public Works
We are building a City!*

390 Towne Centre Drive– Lathrop, CA 95330
Phone (209) 941-7430 – fax (209) 941-7449
www.ci.lathrop.ca.us

NOTICE TO PROCEED

October 11, 2018

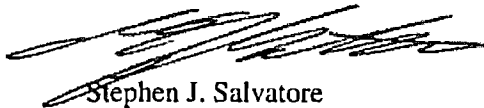
Stephen Tarantino, P. E.
EKI Environment & Water, Inc.
577 Airport Blvd., Suite 500
Burlingame, CA 94010

Dear Mr. Tarantino:

Enclosed please find your copy of the executed Agreement to provide program management for the Consolidated Treatment Facility system expansion related to Use Area A34. This is your Notice to Proceed to the attached Agreement.

Should you have any questions regarding this project, please contact Greg Gibson at (209) 941-7442, the staff member directly involved with this project.

Sincerely,



Stephen J. Salvatore
City Manager

Copy: Teresa Vargas, City Clerk
Project File

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF LATHROP
AND EKI ENVIRONMENT & WATER, INC.
TO PROGRAM MANAGEMENT FOR CONSOLIDATED TREATMENT
FACILITY**

THIS AGREEMENT, dated for convenience this 20th day of September, 2018, is by and between EKI Environment & Water, Inc. ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to Program Management for the Consolidated Treatment Facility (CTF) system expansion related to Use Area A34; and

WHEREAS, CONSULTANT provided a scope of work at the City's request not to exceed \$6,900 to provide Program Management services to expand the existing CTF recycled water system to include newly-planned Use Area A34;

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

AGREEMENT

(1) Scope of Service.

CONSULTANT agrees to perform services in conformance with the scope of work submitted by the CONSULTANT, hereafter referred to as Exhibit "A" and incorporated herein by reference. CONSULTANT agrees to diligently perform these services in accordance with the standards of its profession, as stated in Article 11, and CITY'S satisfaction.

(2) Compensation.

CITY hereby agrees to pay CONSULTANT on a time and expense reimbursement basis in accordance with Exhibit "A" up to a sum not to exceed \$6,900 to Provide Program Management services to the CTF system expansion related to Use Area A34 set forth in Exhibit "A" and incorporated herein by reference, notwithstanding any contrary indications which may be contained in CONSULTANT'S proposal. CONSULTANT shall be paid within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
EKI ENVIRONMENT & WATER, INC. – PROGRAM MANAGEMENT

Compensation for any task must be equal or less than the percentage complete. In no event shall CONSULTANT be entitled to compensation for work not included in Attachment "A", Scope of Work, unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work.

Payment is made based on a time and material basis.

(3) Effective Date and Term.

The effective date of this Agreement is September 20th, 2018, and it shall terminate no later than June 30, 2019.

(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. CONSULTANT is responsible for controlling the means and methods to complete the scope of work described in Attachment "A" to City's satisfaction. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

(5) Billings.

CONSULTANT'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for 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, regardless of the reason, or the lack of a reason, according to the CITY'S request.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
EKI ENVIRONMENT & WATER, INC. – PROGRAM MANAGEMENT

The services shall be performed by, or under the direct supervision, CONSULTANT's Authorized Representative: Stephen Tarantino, P.E., CONSULTANT shall not replace its Authorized Representatives without the prior written approval by the CITY.

(8) Assignment and Subcontracting.

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONSULTANT. Neither this Agreement nor any interest therein may be assigned by CONSULTANT without the prior written approval of CITY'S Public Works Director. 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 Public Works Director.

(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, unless otherwise authorized by City. 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. Workers' Compensation Insurance shall be provided as required by law, 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.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
EKI ENVIRONMENT & WATER, INC. – PROGRAM MANAGEMENT

- (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 a 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 additional insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including 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.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
EKI ENVIRONMENT & WATER, INC. – PROGRAM MANAGEMENT

- (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A:VII.
- (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (c) **Professional Liability.** CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than One Million Dollars (\$1,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:
 - (i) Any deductible or self-insured retention shall not exceed \$150,000 per claim.
 - (ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
 - (iii) The policy must contain a cross liability or severability of interest clause.
 - (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, so long as commercially available at reasonable rates.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
EKI ENVIRONMENT & WATER, INC. – PROGRAM MANAGEMENT

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's policies shall have self-insured retentions not exceeding \$100,000 except with concurrence of the CITY.
 - (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, so long as commercially available at reasonable rates.
 - (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, that (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 in accordance with the Standard of Care in Article 11.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
EKI ENVIRONMENT & WATER, INC. – PROGRAM MANAGEMENT

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 in accordance with Article 11.

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) Standard of Care.

CONSULTANT agrees that, in connection with its services to be performed under this Agreement, such services are performed with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or a similar locality. CITY recognizes that the state of practice, particularly with respect to hazardous waste conditions, is changing and evolving.

While CONSULTANT will perform in reasonable accordance with standards in effect at the time its services are performed, it is recognized that such standards may subsequently change because of improvements in the state of practice. When the findings and recommendations of CONSULTANT are based on information supplied by CITY and others, CONSULTANT shall have the right to rely on the accuracy and completeness of such information. No warranty or guarantee, express or implied, is made or intended by providing of consulting services or by furnishing oral or written reports of the findings made.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
EKI ENVIRONMENT & WATER, INC. – PROGRAM MANAGEMENT

(12) 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, by signing this agreement CONSULTANT states 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.

(13) Business Licenses.

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

(14) Termination.

Either CITY or CONSULTANT may cancel this Agreement at any time for convenience upon thirty (30) days written notification to 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.

(15) Funding.

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

(16) 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.

**CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
EKI ENVIRONMENT & WATER, INC. – PROGRAM MANAGEMENT**

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

To Consultant: EKI Environment & Water, Inc.
577 Airport Boulevard, Suite 500
Burlingame, CA 94010
Phone: (650) 292-9100
Fax: (650) 552-9012
ATTN: Stephen A. Tarantino, P.E.

(17) Miscellaneous.

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (c) Definitions. The definitions and terms are as defined in these specifications.
- (d) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (e) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

**CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
EKI ENVIRONMENT & WATER, INC. – PROGRAM MANAGEMENT**

- (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, 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.

**CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
EKI ENVIRONMENT & WATER, INC. – PROGRAM MANAGEMENT**

If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.

- (n) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (o) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

(18) General Contractor Responsibilities.

Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or CONSULTANT'S sub-consultants shall relieve the any General Contractor retained by the CITY of its obligations, duties and responsibilities.

CITY agrees that the CITY, CONSULTANT and its sub-consultants shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor' general liability insurance policy and that a Waiver of Subrogation in favor of CONSULTANT will be provided under the General Contractor's Workers Compensation policy. CITY will require General Contractor to provide evidence of such insurance to CITY and CONSULTANT prior to General Contractor beginning work on the project.

(19) 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.

(20) Cost Estimates.

Any statements of estimated construction costs or future operation and maintenance costs furnished by CONSULTANT are predicted costs and are based on professional opinions and judgment. CONSULTANT is not responsible for fluctuations in construction costs due to bidding conditions and other factors which could not be anticipated at the time of preparation of the particular estimate.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
EKI ENVIRONMENT & WATER, INC. – PROGRAM MANAGEMENT

(21) CADD Documents.

Any Computer Aided Design and Drafting (CADD) documents, drawings and data files provided by CONSULTANT in an electronic format, on tape, computer disk or other electronic media, in accordance with the services covered by this Agreement or as a courtesy to CITY do not constitute the delivery of CONSULTANT's professional work product. Only the original paper prints constitute CONSULTANT'S professional work product. Because the electronic media may be damaged during transfer or altered, the paper prints shall control where there are any differences between the paper prints and the electronic media. CONSULTANT makes no warranties, either express or implied, of the merchantability, applicability, compatibility with CITY'S computer equipment or software, or fitness for any particular purpose for the electronic media or that the electronic media contain no defects or are virus free.

Modification or use by CITY of any documents or electronic media prepared by CONSULTANT for any purpose or project other than the project subject to this Agreement shall be at CITY'S sole risk. CITY agrees to indemnify and hold CONSULTANT harmless from any claims, damages, liabilities or costs, including attorneys' fees and costs of defense, arising from any reuse or modification of any documents or electronic media prepared by CONSULTANT without the prior written consent of CONSULTANT.

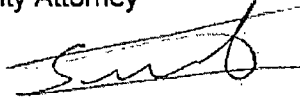
(22) Signatures.

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
EKI ENVIRONMENT & WATER, INC. – PROGRAM MANAGEMENT

Approved as to Form:

City of Lathrop
City Attorney



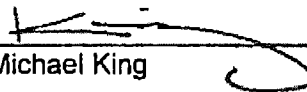
Salvador Navarrete

10-3-18

Date

Recommended for Approval:

City of Lathrop
Assistant Public Works Director



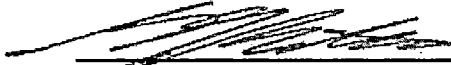
Michael King

10-3-18

Date

Accepted By:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330



Stephen J. Salvatore
City Manager

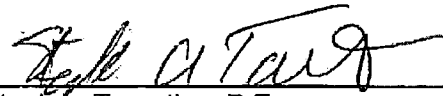
10-15-18

Date

CONSULTANT:

EKI Water & Environment, Inc.
577 Airport Blvd., Suite 500
Burlingame, CA 94010

Fed ID # 94-3087395
Lathrop Bus License #20137



Stephen Tarantino, P.E.

Sept. 24, 2018

Date

2 August 2018

Greg Gibson
Senior Civil Engineer
City of Lathrop
390 Towne Centre Drive
Lathrop, California 95330

Subject: Proposed Scope of Work and Budget
Program Management for CTF System Expansion Related to Use Area A34
City of Lathrop, California
(EKI B50008.06)

Dear Mr. Gibson:

EKI Environment & Water, Inc. ("EKI") is pleased to present this proposed scope of work for providing program management assistance and report preparation related to the expansion of the Consolidated Treatment Facility ("CTF") recycled water system expansion to include newly-planned Use Area A34.

BACKGROUND

EKI has been providing program management services to the City of Lathrop ("City") for the expansion of the City's wastewater treatment plant expansion at the Consolidated Treatment Facility ("CTF") under a previously approved scope of work. It is our understanding that the City would like to expand the existing CTF recycled water system to include newly-planned Use Area A34, which will be designed and constructed by River Islands and its consultants. This proposal presents EKI's scope of work to perform program management and document preparation tasks associated with the permitting of this expansion.

SCOPE OF WORK

Task 1 -- Prepare and Review Submittals Required for Permitting of the Expansion

EKI will prepare a CTF Expansion Completion Report, as required in the City's Waste Discharge Requirements ("WDR") permit.

EKI will prepare a draft version of the CTF Expansion Completion Report, which will include the required components described in the City's WDR Permit. EKI will coordinate with the City and the appropriate consultants to obtain the information required to prepare the draft report. The draft report will be

Formerly known as Eiler & Kalinowski, Inc.

Oakland, CA (510) 452-5700 • Larkspur, CA (415) 464-9245 • Los Angeles, CA (310) 857-1600 • Centennial, CO (303) 796-0556

Letter to Mr. Gibson
2 August 2018
Page 2 of 3



provided to the City for review. Following receipt of comments, EKI will prepare a final report that incorporate the City's comments. All reports will be provided in PDF format via electronic mail. During the preparation and submittal of the document, EKI will coordinate with the appropriate staff at the Regional Water Quality Control Board.

In addition, EKI will review the Recycled Water User Report, prepared by RMC.

SCHEDULE

EKI will begin work upon receiving authorization from the City, with the specific schedule to be determined based on receiving appropriate data from the City and River Islands.

COMPENSATION

We propose that compensation for consulting services by EKI Environment & Water, Inc. be on a time and expense reimbursement basis in accordance with our current Schedule of Charges, dated 1 January 2018. On the basis of the Scope of Work described above and in the attached Table 1, we propose a budget of \$6,900.

TERMS AND CONDITIONS

Except as specifically modified above, all other terms of our 2 March 2015 Agreement shall remain in full force and effect.

If this proposal meets with your approval, please send us an Agreement Amendment to review and execute.

Letter to Mr. Gibson
2 August 2018
Page 3 of 3



We are pleased to have the opportunity to continue to work with the City of Lathrop. Please call us at (650) 292-9100 if you have any questions or wish to discuss these matters in greater detail.

Very truly yours,

EKI ENVIRONMENT & WATER, INC.

A handwritten signature in black ink, appearing to read 'C. David Umezaki', with a long horizontal stroke extending to the right.

C. David Umezaki, P.E.
Project Engineer

A handwritten signature in black ink, appearing to read 'Stephen A. Tarantino', written in a cursive style.

Stephen A. Tarantino, P.E.
Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/16/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Attn: David C. Eckman Oakland CA 94604-2675	CONTACT NAME: Doris A Chambers PHONE (A/C, No, Ext): 510-465-3090 FAX (A/C, No): 510-452-2193 E-MAIL ADDRESS: dchambers@dealeyrenton.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Greenwich Insurance Company</td> <td>22322</td> </tr> <tr> <td>INSURER B : Sentinel Insurance Co. LTD</td> <td>11000</td> </tr> <tr> <td>INSURER C : XL Specialty Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER D : American Automobile Ins. Co.</td> <td>21849</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Greenwich Insurance Company	22322	INSURER B : Sentinel Insurance Co. LTD	11000	INSURER C : XL Specialty Ins. Co.		INSURER D : American Automobile Ins. Co.	21849	INSURER E :		INSURER F :
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INSURED EKIENVRO1 EKI Environment & Water, Inc. 577 Airport Boulevard, Suite 500 Burlingame CA 94010-2023															

COVERAGES **CERTIFICATE NUMBER: 962297585** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	GEC000341518	6/16/2018	6/16/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	57UEGAM9746	6/16/2018	6/16/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	UEC000341718	6/16/2018	6/16/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SCW0030171801	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional & Contractor's Pollution Ula.			PEC000341817	6/16/2018	6/16/2019	\$2,000,000 per Claim \$2,000,000 Annl Aggr

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

REF: B80009.00. City of Lathrop, Basin Boundary Modification for SGMA Compliance, GENERAL/AUTOMOBILE LIABILITY ADDITIONAL INSURED, City of Lathrop, its officials, officers, employees and volunteers. Commercial General Liability is primary and non-contributory and includes severability of interests per policy form. Waiver of Subrogation applies to Commercial General Liability, Automobile Liability and Workers Compensation. Professional Liability Prior Acts Date: 06/14/1989. Cancellation provisions are solely as shown on this certificate. Cancellation: 30 Day/10 Day for Non-Payment of Premium.

RECEIVED

JUL 16 2018

CERTIFICATE HOLDER

CANCELLATION 30 Day Non-Payment of Premium

City of Lathrop 390 Towne Centre Drive Lathrop CA 95330	SHOULD ANY OF THE ABOVE POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE MUST BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Lathrop 390 Towne Centre Drive Lathrop CA 95330	City of Lathrop, its officials, officers, employees and volunteers.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
City of Lathrop 390 Towne Centre Drive Lathrop CA 95330	City of Lathrop, its officials, officers, employees and volunteers.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Department of Public Works
We are building a City!

390 Towne Centre Drive- Lathrop, CA 95330
Phone (209) 941-7430 – fax (209) 941-7449
www.ci.lathrop.ca.us

NOTICE TO PROCEED

October 8, 2018

Mr. David Richardson
Woodard & Curran
2175 N. California Blvd
Walnut Creek, CA 94596

Dear Mr. Richardson:

Enclosed please find your copy of the executed Agreement for Professional Consulting Services to Provide Permit Compliance for Consolidated Treatment Facility expansion related to Use Area A34. This is your Notice to Proceed to the attached Agreement.

Should you have any questions regarding this project, please contact Greg Gibson at (209) 941-7442, the staff member directly involved with this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen J. Salvatore".

Stephen J. Salvatore
City Manager

Copy: Teresa Vargas, City Clerk
Project File

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF LATHROP
AND WOODARD & CURRAN
TO PROVIDE PERMIT COMPLIANCE ASSISTANCE FOR CONSOLIDATED
TREATMENT FACILITY**

THIS AGREEMENT, dated for convenience this 20th day of September, 2018, is by and between Woodard & Curran, Inc. ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to provide A34 Expansion Permit Compliance Assistance for the Consolidated Treatment Facility (CTF) system expansion related to Use Area A34; and

WHEREAS, CONSULTANT provided a scope of work at the City's request not to exceed \$5,769 to provide Permit Compliance Assistance services to expand the existing CTF recycled water system to include newly-planned Use Area A34;

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

AGREEMENT

(1) Scope of Service.

CONSULTANT agrees to perform services in conformance with the scope of work submitted by the CONSULTANT, hereafter referred to as Exhibit "A" and incorporated herein by reference. CONSULTANT agrees to diligently perform these services in accordance with the standards of its profession, as stated in Article 11, and CITY'S satisfaction.

(2) Compensation.

CITY hereby agrees to pay CONSULTANT on a time and expense reimbursement basis in accordance with Exhibit "A" up to a sum not to exceed \$5,769 to Provide Permit Compliance Assistance for the CTF system expansion related to Use Area A34 set forth in Exhibit "A" and incorporated herein by reference, notwithstanding any contrary indications which may be contained in CONSULTANT'S proposal. CONSULTANT shall be paid within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
WOODARD & CURRAN – PERMIT COMPLIANCE SUPPORT

Compensation for any task must be equal or less than the percentage complete. In no event shall CONSULTANT be entitled to compensation for work not included in Attachment "A", Scope of Work, unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work.

Payment is made based on a time and material basis.

(3) Effective Date and Term.

The effective date of this Agreement is September 20th, 2018, and it shall terminate no later than June 30, 2019.

(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. CONSULTANT is responsible for controlling the means and methods to complete the scope of work described in Attachment "A" to City's satisfaction. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

(5) Billings.

CONSULTANT'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for 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, regardless of the reason, or the lack of a reason, according to the CITY'S request.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
WOODARD & CURRAN – PERMIT COMPLIANCE SUPPORT

The services shall be performed by, or under the direct supervision, CONSULTANT's Authorized Representative: David Richardson, P.E., CONSULTANT shall not replace its Authorized Representatives without the prior written approval by the CITY.

(8) Assignment and Subcontracting.

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONSULTANT. Neither this Agreement nor any interest therein may be assigned by CONSULTANT without the prior written approval of CITY'S Public Works Director. 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 Public Works Director.

(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, unless otherwise authorized by City. 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. Workers Compensation Insurance shall be provided as required by law, 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.

**CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
WOODARD & CURRAN – PERMIT COMPLIANCE SUPPORT**

- (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 a 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 additional insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including 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.

**CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
WOODARD & CURRAN – PERMIT COMPLIANCE SUPPORT**

- (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A:VII.
- (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (c) **Professional Liability.** CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than One Million Dollars (\$1,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:
 - (i) Any deductible or self-insured retention shall not exceed \$150,000 per claim.
 - (ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
 - (iii) The policy must contain a cross liability or severability of interest clause.
 - (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, so long as commercially available at reasonable rates.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
WOODARD & CURRAN – PERMIT COMPLIANCE SUPPORT

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's policies shall have self-insured retentions not exceeding \$100,000 except with concurrence of the CITY.
- (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, so long as commercially available at reasonable rates.
- (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, that (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 in accordance with the Standard of Care in Article 11.

**CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
WOODARD & CURRAN – PERMIT COMPLIANCE SUPPORT**

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 in accordance with Article 11.

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) Standard of Care.

CONSULTANT agrees that, in connection with its services to be performed under this Agreement, such services are performed with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or a similar locality. CITY recognizes that the state of practice, particularly with respect to hazardous waste conditions, is changing and evolving.

While CONSULTANT will perform in reasonable accordance with standards in effect at the time its services are performed, it is recognized that such standards may subsequently change because of improvements in the state of practice. When the findings and recommendations of CONSULTANT are based on information supplied by CITY and others, CONSULTANT shall have the right to rely on the accuracy and completeness of such information. No warranty or guarantee, express or implied, is made or intended by providing of consulting services or by furnishing oral or written reports of the findings made.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
WOODARD & CURRAN – PERMIT COMPLIANCE SUPPORT

(12) 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, by signing this agreement CONSULTANT states 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.

(13) Business Licenses.

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

(14) Termination.

Either CITY or CONSULTANT may cancel this Agreement at any time for convenience upon thirty (30) days written notification to 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.

(15) Funding.

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

(16) 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.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
WOODARD & CURRAN – PERMIT COMPLIANCE SUPPORT

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

To Consultant: Woodard & Curran
2175 California Blvd., Ste. 315
Walnut Creek, CA 94596
Phone: (925) 627-4100

(17) Miscellaneous.

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (c) Definitions. The definitions and terms are as defined in these specifications.
- (d) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (e) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

**CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
WOODARD & CURRAN – PERMIT COMPLIANCE SUPPORT**

- (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, 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.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
WOODARD & CURRAN – PERMIT COMPLIANCE SUPPORT

If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.

- (n) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (o) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

(18) General Contractor Responsibilities.

Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or CONSULTANT'S sub-consultants shall relieve the any General Contractor retained by the CITY of its obligations, duties and responsibilities.

CITY agrees that the CITY, CONSULTANT and its sub-consultants shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor' general liability insurance policy and that a Waiver of Subrogation in favor of CONSULTANT will be provided under the General Contractor's Workers Compensation policy. CITY will require General Contractor to provide evidence of such insurance to CITY and CONSULTANT prior to General Contractor beginning work on the project.

(19) 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.

(20) Cost Estimates.

Any statements of estimated construction costs or future operation and maintenance costs furnished by CONSULTANT are predicted costs and are based on professional opinions and judgment. CONSULTANT is not responsible for fluctuations in construction costs due to bidding conditions and other factors which could not be anticipated at the time of preparation of the particular estimate.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
WOODARD & CURRAN – PERMIT COMPLIANCE SUPPORT

(21) CADD Documents.

Any Computer Aided Design and Drafting (CADD) documents, drawings and data files provided by CONSULTANT in an electronic format, on tape, computer disk or other electronic media, in accordance with the services covered by this Agreement or as a courtesy to CITY do not constitute the delivery of CONSULTANT'S professional work product. Only the original paper prints constitute CONSULTANT'S professional work product. Because the electronic media may be damaged during transfer or altered, the paper prints shall control where there are any differences between the paper prints and the electronic media. CONSULTANT makes no warranties, either express or implied, of the merchantability, applicability, compatibility with CITY'S computer equipment or software, or fitness for any particular purpose for the electronic media or that the electronic media contain no defects or are virus free.

Modification or use by CITY of any documents or electronic media prepared by CONSULTANT for any purpose or project other than the project subject to this Agreement shall be at CITY'S sole risk. CITY agrees to indemnify and hold CONSULTANT harmless from any claims, damages, liabilities or costs, including attorneys' fees and costs of defense, arising from any reuse or modification of any documents or electronic media prepared by CONSULTANT without the prior written consent of CONSULTANT.

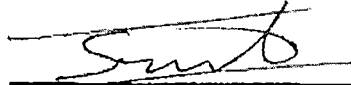
(22) Signatures.

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
WOODARD & CURRAN – PERMIT COMPLIANCE SUPPORT

Approved as to Form:

City of Lathrop
City Attorney



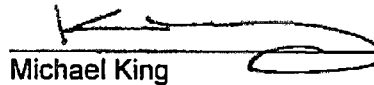
9-26-18

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
Assistant Public Works Director



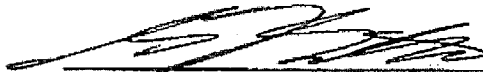
10-3-18

Michael King

Date

Accepted By:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330



10-9-18

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

Woodard & Curran
2175 N. California Blvd., Ste. 315
Walnut Creek, CA 94596

Fed ID # 01-0363222
Lathrop Bus License # 20520



9/21/18

Date



July 25, 2018

Greg Gibson
Senior Civil Engineer
City of Lathrop, Department of Public Works
390 Towne Centre Drive
Lathrop, CA 95330

Re: Proposal to Provide A34 Expansion Permit Compliance Assistance

Dear Greg:

The City of Lathrop is continuing its efforts to expand its recycled water system to meet the needs of the growing community. In early 2018, the Central Valley Regional Water Quality Control Board adopted Order R5-2016-0028-01, Waste Discharge Requirements (WDR) for the City of Lathrop Consolidated Treatment Facility.

As documented in the WDR, Woodard & Curran (W&C) assisted the City with submitting the Expansion Completion Report dated August 25, 2015 confirming the completion of the 1.0 mgd facility expansion project. W&C has also assisted the City with the necessary Recycled Water Storage and Conveyance System Improvements Completion Report and the Recycled Water User Report as required by Provisions H.1.e and H.1.f. of Order R5-2015-0006 to confirm the available storage and disposal capacity needed for the plant expansions from 0.75 mgd to 1.0 mgd and from 1.0 mgd to 1.55 mgd. Additional recycled water storage capacity and Use Areas will be added as needed. Per Provisions H.1.e and H.1.f. of Order R5-2016-0028, the City will need to submit additional Recycled Water User Reports for the additional Use Areas. The next expansion to the City's recycled water system is the addition of Use Area A34.

W&C is happy to provide continued service to the City in this capacity and has prepared the following scope. This proposal assumes that Use Area A34 is already constructed.

Scope of Work

Task 1 – Recycled Water User Report for A34

Provision H.1.f requires that a Recycled Water User Report (User Report) be prepared at least 60 days prior to conveying recycled water to any new Use Areas. The Permit requires very specific information to be provided.

W&C will prepare a report following the requirements of the Permit, which includes the following components:

- Map showing the site location, boundaries of the Use Area, County APN/Parcel Number;
- Name of the User and contact information;



- Specific use of the recycled water, Use Area acreage, the type of vegetation/crops to which the recycled water will be applied, and the anticipated volume of recycled water to be used;
- On-site supervisor name;
- Description of the recycled water management facilities and operations plan
- Plans and specifications including the following:
 - Pipe locations
 - Type and location of the outlets and plumbing fixtures accessible to the public
 - Methods/devices to prevent backflow of recycled water into the public water system
 - Plan notes relating to recycled water specific installation
- Certification that the new Use Area conforms to the Discharger's rules and regulations
- An assessment of whether groundwater monitoring is appropriate based on pre-discharge groundwater quality monitoring results, the size of the new use area, and planned volume of recycled water that will be applied.
- Signed User Agreement
- Results of the cross-connection control test (if needed)

The City/Developer will provide all the information above for A34. The assessment of whether groundwater monitoring is appropriate is based on pre-discharge groundwater quality. It is assumed that additional environmental assessment would not be needed for Use Area A34.

Deliverables

- Draft and Final User Report.
- Cover Letter.

Assumptions

- One round of review by the City. All comments by the City will be consolidated into one redlined document.
- CEQA review would be needed if the improvements were not previously evaluated in past environmental documentation. The development of CEQA would be evaluated on a case-by-case basis. The budget does not include the cost of CEQA document preparation.
- Reclamation at the Use Area A34 can be adequately regulated under the Master Recycling Permit and individual Water Recycling Requirements will not be required.

Timing

- The User Report must be submitted 60 days prior to conveying recycled water to Use Area A34. The report will be prepared approximately one month before submittal. It is assumed that preparation and review of the document will be completed within a one-month timeframe, if CEQA review is not required. This includes timely review by the City/Developer.



- If CEQA review is needed, additional time will be included for the preparation of CEQA. Typically, an addendum requires City Council approval and a couple months of lead time. Longer lead time would be needed if higher levels of environmental documentation were required.

Task 2 – Project Management

W&C will prepare monthly invoices and progress reports and provide continued coordination with the City and its consulting team.

Deliverables

- Monthly invoices and progress reports.

Assumptions

- This budget does not include any meetings.

The estimated level of effort for Tasks 1 and 2 is \$5,769, as detailed the attached fee estimate. W&C is eager to continue the collaboration with you, your staff, and your consulting team at Lathrop helping to move wastewater and recycled water projects forward. If you have any questions about our proposal or would like additional information, please call me at (926) 627-4138.

Sincerely,

WOODARD & CURRAN

A handwritten signature in cursive script that reads "David L. Richardson".

David L. Richardson, P.E.
Project Manager, Senior Vice President

Attachment: Fee Estimate



ATTACHMENT

Fee Estimate

City of Lathrop A34 Expansion Permit Compliance

Tasks	Labor			Total Hours	Total Labor Costs (1)	ODCs		Total
	Dave Richardson	Sarah Rhodes	Rachel Gross			ODCs	Total ODCs (3)	Total Fee
	PIC	PM	PE					
	\$315	\$258	\$182					
Task 1: Recycled Water User Report for A34								
1.1. Recycled Water User Report for A34	2	5	16	23	\$4,832	\$0	\$0	\$4,832
Subtotal Task 1:	2	5	16	23	\$4,832	\$0	\$0	\$4,832
Task 2: Project Management								
2.1 Project Management	1	1	2	4	\$937	\$0	\$0	\$937
Subtotal Task 2:	1	1	2	4	\$937	\$0	\$0	\$937
TOTAL	3	6	18	27	\$5,769	\$0	\$0	\$5,769

1. The individual hourly rates include salary, overhead and profit.
2. Subconsultants will be billed at actual cost plus 10%.
3. Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost.
4. Woodard & Curran reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts.



WOOD&CU-01

CMURRAY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	CONTACT NAME: PHONE (AC, No, Ext): (617) 328-6555 E-MAIL ADDRESS: boston@amesgough.com FAX (AC, No): (617) 328-6888
INSURED Woodard & Curran, Inc. 2175 N. California Blvd., Suite 315 Walnut Creek, CA 94596	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Continental Casualty Company (CNA) A, XV 20443 INSURER B: National Fire Insurance Company of Hartford A(XV) 20478 INSURER C: Continental Insurance Company A(XV) 35289 INSURER D: Transportation Insurance Company A(XV) 20494 INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	YR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	X		6014561812	02/23/2018	02/23/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER POLICY X PRO X LOC OTHER							
B X	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY NON-OWNED AUTOS ONLY	X		6014561843	02/23/2018	02/23/2019	COMBINED SINGLE LIMIT (Ea occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C X	UMBRELLA LIAB EXCESS LIAB DED X RETENTION \$	X OCCUR CLAIMS-MADE		6014561826	02/23/2018	02/23/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	X	6017075447	02/23/2018	02/23/2019	X PER STATUTE OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab			114135520	02/23/2018	02/23/2019	Per Claim \$ 1,000,000
A				114135520	02/23/2018	02/23/2019	Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 103, Additional Remarks Schedule, may be attached if more space is required)
If AI box is checked, GL Endorsement Form# CNA75079XX, Auto Endr Form# SCA23500D to the extent provided therein applies and all coverages are in accordance with the policy terms and conditions.

City of Lathrop its officers, employees, agents, and volunteers shall be included as additional insured with respect to General and Auto Liability where required by written contract. General, Auto and Umbrella Liability are Primary and Non-contributory as per written contract. A 30 day notice of cancellation is provided in accordance with policy terms and conditions.

Professional Liability Retro Active date: Full Prior Acts

CERTIFICATE HOLDER City of Lathrop City Clerk 390 Towne Centre Lathrop, CA 95330	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Michael Holicky</i>
---	--

ACORD 25 (2016/03)

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CNA71527XX
(Ed. 10/12)

ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the BUSINESS AUTO COVERAGE FORM as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED

1. In conformance with paragraph A.1.c. of Who Is An Insured of Section II – LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

30070004350145618459540



CNA71527XX (10/12)
Page 1 of 1

Policy No: 6014561843
Endorsement No:
Effective Date: 02/23/2018

Insured Name: WOODARD & CURRAN, INC.

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**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. The WHO IS AN INSURED section is amended to add as an insured any person or organization whom the Named Insured is required by written contract to add as an additional insured on this coverage part, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an insured only with respect to such person or organization's liability for:
 - A. unless paragraph B. below applies,
 1. bodily injury, property damage, or personal and advertising injury caused in whole or in part by the acts or omissions by or on behalf of the Named Insured and in the performance of such Named Insured's ongoing operations as specified in such written contract; or
 2. bodily injury or property damage caused in whole or in part by your work and included in the products-completed operations hazard, and only if
 - a. the written contract requires the Named Insured to provide the additional insured such coverage; and
 - b. this coverage part provides such coverage.
 - B. bodily injury, property damage, or personal and advertising injury arising out of your work described in such written contract, but only if:
 1. this coverage part provides coverage for bodily injury or property damage included within the products completed operations hazard; and
 2. the written contract specifically requires the Named Insured to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the insurer will not provide such additional insured with:
 - A. coverage broader than required by the written contract; or
 - B. a higher limit of insurance than required by the written contract.
- III. The insurance granted by this endorsement to the additional insured does not apply to bodily injury, property damage, or personal and advertising injury arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this coverage part.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance

CNA75079XX (1-15)
Page 1 of 2

Insured Name:

Policy No: 6014561812
Endorsement No: N/A
Effective Date: 02/23/2018

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**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

is required by written contract to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

- V. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any claim, or any occurrence or offense which may result in a claim;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this coverage part;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the claim; and
4. tender the defense and indemnity of any claim to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this coverage part. However, if the written contract requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a claim from the additional insured.

- VI. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires the Named Insured to make a person or organization an additional insured on this coverage part, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the bodily injury or property damage; or
 2. the offense that caused the personal and advertising injury for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75078XX (1-15)
Page 2 of 2

Insured Name:

Policy No: 6014561812
Endorsement No: N/A
Effective Date: 02/23/2018

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Professional Liability and Pollution Incident Liability Insurance
Policy

- f. The Insured maintained a contemporaneously documented construction phase submittal log indicating the as-planned and actual dates the Insured received and responded to every submittal and the action taken.

2. Early Resolution Credit

If negotiation or mediation of a claim results in a resolution of such claim within one hundred and eighty (180) days of the time it was reported to the Insurer in accordance with the Section of the Policy entitled **CONDITIONS**, the condition entitled **The Insured's Duties if There is a Claim**, and such resolution includes an indemnity payment by the Insurer, the Deductible applicable to such claim will be reduced by 50%, up to \$10,000.

VI. CONDITIONS

A. The Insured's Rights and Duties as the First Named Insured on the Policy Declarations

The first Named Insured, on behalf of all Insureds, will be:

- 1. authorized to make changes in the terms of this Policy with the Insurer's written consent;
- 2. authorized to receive any amounts the Insurer refunds; and
- 3. responsible for:
 - a. the payment of all premiums and Deductible obligations due the Insurer;
 - b. keeping records of the information the Insurer needs for premium computation, and sending the Insurer copies as it may request; and
 - c. notifying the Insurer of any cancellation or non-renewal.

B. The Insured's Duties if There is a Claim

If there is a claim, the Insured must do the following:

- 1. promptly notify the Insurer in writing. This notice must be given to the Insurer within the policy year in which the claim is made or within sixty (60) days after its expiration or termination. All claims reported during any extended reporting period shall be considered as having been made during the last policy year this Policy was in effect. If the claim is made during any applicable extended reporting period, then notice must be given to the Insurer within such extended reporting period. Notice of a claim must be sent to the attention of either of the following:

- a. CNA – Claim Reporting
P.O. Box 8317
Chicago, IL 60680-8317
fax: 866-773-7504
email: SpecialtyProNewLoss@cna.com
- b. Attn: AE Claims
Victor O. Schinnerer & Company, Inc.
AE Professional Liability Claims
Two Wisconsin Circle, Suite 1100
Chevy Chase, Maryland 20815
fax: 301-951-5444
email: aeclaims@schinnerer.com;

- 2. specify the names and addresses of the persons making a claim against the Insured and provide the

Form No: CNA79034XX (09-2014)	Page 11 of 16	Policy No: AEH114135520 Policy
Underwriting Company: Continental Casualty Company	333 S. Wabash Ave., Chicago IL 60604	Effective Date 02/23/2018
		Policy Page 40 of 45



Professional Liability and Pollution Incident Liability Insurance
Policy

Insurer with information on the time, place and nature of the claim;

3. immediately forward to the Insurer all documents that the Insured receives in connection with the claim;
4. fully cooperate with the Insurer or the Insurer's designee in the defense of a claim, including but not limited to assisting the Insurer in: the conduct of suits or other proceedings, settlement negotiations, and the enforcement of any right of contribution or indemnity against another who may be liable to the Insured. The Insured shall attend hearings and trials and assist in securing evidence and obtaining the attendance of witnesses;
5. refuse, except solely at the Insured's own cost, to voluntarily make any payment, admit liability, assume any obligation, or incur any expense, without the Insurer's prior written approval; and
6. pay the Deductible amount when due.

After the Insured reports a circumstance or a claim is made and the Insured has the right under any contract to either reject or demand arbitration or other alternative dispute resolution process, the Insured shall only do so with the Insurer's prior written consent.

C. The Insured's Rights and Duties in the Event of a Circumstance

If the Insured reports a circumstance for which there may be coverage under this Policy, and the Insured gives the Insurer written notice containing as much detail as the Insurer can reasonably provide regarding:

1. what happened and the professional services or activities the Insured performed;
2. the nature of any possible injury or damages; and
3. how and when the Insured first became aware of such circumstance;

then any claim or related claims that subsequently may be made against the Insured arising out of such circumstance shall be deemed to have been made on the date the Insurer received written notice of the circumstance.

The Insured will cooperate with the Insurer in addressing the circumstance, and refuse, except solely at the Insured's own cost, to voluntarily make any payment, admit liability, assume any obligation, or incur any expense without the Insurer's prior written approval.

D. Subrogation

If any Insured has rights to recover amounts from another, those rights are transferred to the Insurer to the extent of the Insurer's payment. The Insured must do everything necessary to secure these rights and must do nothing after a claim is made to jeopardize them. The Insurer hereby waives subrogation rights against the Insured's client to the extent that the Insured had a written agreement to waive such rights prior to a claim or circumstance.

E. Premium

All premium charges under this Policy will be computed according to the rules, rates and rating plans that apply at the effective date of the current policy term.

F. Examination and Audit

The Insured agrees to allow the Insurer to examine and audit the Insured's financial books and records that relate to this insurance. The Insurer may do this at any time during the policy term or any extensions, and up to three years after the end of the policy term.

G. Legal Action Limitation

1. The Insured agrees not to bring any legal action against the Insurer concerning this Policy unless the Insured has fully complied with all the provisions of this Policy.

Form No CNA79034XX (09-2014)

Policy

Page 12 of 16

Underwriting Company, Continental Casualty Company
333 S. Wabash Ave., Chicago IL 60604

Policy No. AEH114135520 Policy

Effective Date: 02/23/2018

Policy Page: 41 of 45

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CNA Paramount Excess and Umbrella Liability
Policy

D. Coverage D - Key Employee Exclusions

With respect to Coverage D - Key Employee, this insurance does not apply to any actual or alleged:

1. Death or Disability

death or permanent disability of a key employee relating to, or arising out of:

- a. nuclear reaction or radiation or radioactive contamination, however caused;
- b. sickness or disease, including mental illness or mental injury;
- c. pregnancy, childbirth, miscarriage or abortion;
- d. suicide, attempted suicide or self inflicted bodily injury, while sane or insane;
- e. the key employee's intoxication, impairment or otherwise being under the influence of alcohol or controlled substances;
- f. war, including undeclared or civil war;
- g. warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- h. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

2. Other Expenses

- a. expenses the Named Insured incurs which the Named Insured would not have incurred if the Named Insured had used all reasonable means to:
 - i. find a permanent replacement for the key employee; and
 - ii. reduce or discontinue the key employee replacement expense;as soon as possible after the Named Insured's permanent loss of the services of the key employee caused by a covered accident.
- b. additional expenses incurred due to the Named Insured's loss of the services of a permanent replacement appointed or hired to replace a key employee, however caused. However, this exclusion does not apply if the replacement employee is included in the definition as a key employee and the Named Insured's loss of the services of the replacement employee is caused by a covered accident.

IV. WHO IS AN INSURED

The following persons or organizations are Insureds.

A. With respect to Coverage A - Excess Follow Form Liability, the Named Insured and any persons or organizations included as an insured under the provisions of underlying insurance are Insureds, and then only for the same coverage, except for limits of insurance, afforded under such underlying insurance.

B. With respect to the Coverage B - Umbrella Liability:

1. If the Named Insured is designated in the Declarations of this Policy as:

- a. an individual, the Named Insured and the Named Insured's spouse are Insureds, but only with respect to the conduct of a business of which the Named Insured is the sole owner.
- b. a partnership or joint venture, the Named Insured is an Insured. The Named Insured's members, the Named Insured's partners, and their spouses are also Insureds, but only with respect to the conduct of the Named Insured's business.

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Policy Page: 14 of 32
Underwriting Company

Policy No: 6014561826
Policy Effective Date: 02/23/18
Policy Page:



CNA Paramount Excess and Umbrella Liability
Policy

- iv. will cooperate with the Insurer in the investigation or settlement of the claim or defense against the suit;
- v. will assist the Insurer, upon its request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this Insurance may also apply; and
- vi. will not voluntarily make a payment, except at its own cost, assume any obligation, or incur any expense, other than for first aid, without the Insurer's prior consent.

3. Cooperation

With respect to both Coverage A - Excess Follow Form Liability and Coverage B - Umbrella Liability, the Named Insured will cooperate with the Insurer in addressing all claims required to be reported to the Insurer in accordance with this paragraph O. Notice of Claims/Crisis Management Event/Covered Accident, and refuse, except solely at its own cost, to voluntarily, without the Insurer's approval, make any payment, admit liability, assume any obligation or incur any expense related thereto.

P. Notices

Any notices required to be given by an Insured shall be submitted in writing to the Insurer at the address set forth in the Declarations of this Policy.

Q. Other Insurance

If the Insured is entitled to be indemnified or otherwise insured in whole or in part for any damages or defense costs by any valid and collectible other insurance for which the Insured otherwise would have been indemnified or otherwise insured in whole or in part by this Policy, the limits of insurance specified in the Declarations of this Policy shall apply in excess of, and shall not contribute to a claim, incident or such event covered by such other insurance.

With respect to Coverage A - Excess Follow Form Liability only, if:

- a. the Named Insured has agreed in writing in a contract or agreement with a person or entity that this insurance would be primary and would not seek contribution from any other insurance available;
- b. Underlying Insurance includes that person or entity as an additional insured; and
- c. Underlying Insurance provides coverage on a primary and noncontributory basis as respects that person or entity;

then this insurance is primary to and will not seek contribution from any insurance policy where that person or entity is a named insured.

R. Premium

All premium charges under this Policy will be computed according to the Insurer's rules and rating plans that apply at the inception of the current policy period. Premium charges may be paid to the Insurer or its authorized representative.

S. In Rem Actions

A quasi *in rem* action against any vessel owned or operated by or for a Named Insured, or chartered by or for a Named Insured, will be treated in the same manner as though the action were *in personam* against the Named Insured.

T. Separation of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Policy to the First Named Insured, this insurance applies:

Form No: CNA75504XX (03-2015)
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Underwriting Company:

Policy No: 6014561826
Policy Effective Date: 02/23/2018
Policy Page:



CNA Paramount Excess and Umbrella Liability Policy

1. as if each Named Insured were the only Named Insured; and
2. separately to each Insured against whom a claim is made.

U. Transfer of Interest

Assignment of interest under this policy shall not bind the Insurer unless its consent is endorsed hereon.

V. Unintentional Omission

Based on Insurer's reliance on the Named Insured's representations as to existing hazards, if the Named Insured should unintentionally fail to disclose all such hazards at the effective date of this Policy, the Insurer will not deny coverage under this Policy because of such failure.

W. Waiver of Rights of Recovery

The Insurer waives any right of recovery it may have against any person or organization because of payments the Insurer makes under this Policy if the Named Insured has agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. is in effect or becomes effective during the policy period; and
2. was executed prior to loss.

VII. DEFINITIONS

For purposes of this Policy, words in bold face type, whether expressed in the singular or the plural, have the meaning set forth below.

Advertisement means a notice that is broadcast or published to the general public or specific market segments about the Named Insured's goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- A. notices that are published include material placed on the Internet or on similar electronic means of communication; and
- B. regarding web-sites, only that part of a web-site that is about the Named Insured's goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

Aircraft means any machine or device that is capable of atmospheric flight.

Arbitration proceeding means a formal alternative dispute resolution proceeding or administrative hearing to which an Insured is required to submit by statute or court rule or to which an Insured has submitted with the Insurer's consent.

Asbestos means the mineral in any form whether or not the asbestos was at any time airborne as a fiber, particle or dust, contained in or formed a part of a product, structure or other real or personal property, carried on clothing, inhaled or ingested, or transmitted by any other means.

Authorized Insured means any executive officer, member of the Named Insured's risk management or in-house general counsel's office, or any employee authorized by the Named Insured to give or receive notice of a claim.

Auto means:

- A. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- B. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, auto does not include mobile equipment.

Bodily injury means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of

Form No: CNA75504XX (03-2015)
Policy Page: 22 of 32
Underwriting Company:

Policy No: 6014561828
Policy Effective Date: 02/23/2018
Policy Page:



Policy #6017075447, Eff. 2/23/18-2/23/19

CA Workers Comp
G-19160-B
(Ed. 11/97)

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that Part One Workers' Compensation Insurance G. Recovery From Others and Part Two Employers' Liability Insurance H. Recovery From Others are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

**PREMIUM CHARGE - ~~XXXXXX~~
XXXXXX**

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 5. %.

4022004760170754475732





Policy# 6017075447 CA WC
Eff: 2/23/2018

Notice of Cancellation to Certificateholders

It is understood and agreed that:

If the Named Insured has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective. The number of days for such notice for nonpayment of premium will be 10 days.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.



Professional Liability and Pollution Incident Liability Insurance
Policy Endorsement



It is understood and agreed that if the Named Insured has agreed in a written contract with its client to provide such client with notice of cancellation or non-renewal of this Policy, or notice of a reduction in the Limits of Liability of this Policy by endorsement during the policy term, the Insurer will provide such notice of cancellation, non-renewal or reduction in Limits to the client as set forth herein.

Within ten (10) business days of the Insurer's request, the Named Insured will deliver to the Insurer, or cause to be delivered by the broker or agent of record, a list acceptable to the Insurer containing the names and addresses of all entities entitled to receive notice. If the list is not provided to the Insurer within such time period, the Insurer will not provide notification. The Insurer will assume that the list provided to the Insurer by the Named Insured or the broker is a complete and accurate list of certificate holders. Only those persons or entities listed on the schedule will receive notification. The Insurer will keep no other record of any certificate holders in the Insurer's file. Such notice will be delivered to such client at the address recorded by certificate on file with the broker or agent of record and provided to the Insurer.

With respect to cancellation or non-renewal of this Policy, the Insurer will provide the Named Insured's client with the greater of:

- (1) thirty (30) days' notice; or
- (2) the number of days' notice set forth in the applicable State Provisions endorsement attached to this Policy in accordance with the Cancellation/Non-Renewal condition of the Policy.

With respect to a reduction in the Limits of Liability of this Policy by endorsement during the policy term, the Insurer will provide the Named Insured's client with the lesser of:

- (1) sixty (60) days' notice; or
- (2) the number of days' notice required in the Named Insured's contract with such client.

The Insurer's failure to provide such notification will not extend the Policy cancellation date, negate cancellation or non-renewal of the Policy, invalidate any endorsement to the Policy or be cause for legal action against the Insurer.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA83699XX (11-2015)	Policy No: AEH114135520
Endorsement Effective Date:	Policy Effective Date: 2/23/2018
Endorsement No: 22 ; Page	Policy Page:
Underwriting Company: Continental Casualty Company	
333 S. Wabash Ave., Chicago IL 60604	

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Department of Public Works
We are building a City!

390 Towne Centre Drive– Lathrop, CA 95330
Phone (209) 941-7430 – fax (209) 941-7449
www.ci.lathrop.ca.us

NOTICE TO PROCEED

February 19, 2019

Stephen Tarantino, P.E.
EKI Environment & Water, Inc.
577 Airport Blvd., Suite 500
Burlingame, CA 94010

Dear Mr. Tarantino:

Enclosed please find your copy of the executed Agreement for Program Management and Monitoring well related services for decommissioning of Recycled Water Use Area A23. This is your Notice to Proceed to the attached Agreement.

Should you have any questions regarding this project, please contact Greg Gibson at (209) 941-7442, the staff member directly involved with this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen J. Salvatore".

Stephen J. Salvatore
City Manager

Copy: Teresa Vargas, City Clerk
Project File

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF LATHROP
AND EKI ENVIRONMENT & WATER, INC.
FOR PROGRAM MANAGEMENT AND MONITORING WELL-RELATED
SERVICES FOR DECOMMISSIONING OF RECYCLED WATER USE
AREA A23**

THIS AGREEMENT, dated for convenience this 19th day of February, 2019, is by and between EKI Environment & Water, Inc. ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to provide Program Management and monitoring well-related services for decommissioning of recycled water use area A23; and

WHEREAS, CONSULTANT was selected by the CITY as the most qualified to perform these services; and is specially trained, experienced, and competent to provide Program Management and monitoring well-related services for decommissioning of recycled water use area A23; and

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

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

AGREEMENT

(1) Scope of Service.

CONSULTANT agrees to perform tasks 1, 2a, 2b, 2c, 2f in conformance with the scope of work submitted by the CONSULTANT, hereafter referred to as Exhibit "A" and incorporated herein by reference. CONSULTANT agrees to diligently perform these services in accordance with the standards of its profession, as stated in Article 11, and CITY'S satisfaction.

(2) Compensation.

CITY hereby agrees to pay CONSULTANT on a time and expense reimbursement basis in accordance with Exhibit "A" up to a sum not to exceed **\$35,000** to provide Program Management and monitoring well-related services for decommissioning of recycled water use area A23 set forth in Exhibit "A" and incorporated herein by reference, notwithstanding any contrary indications which may be contained in CONSULTANT'S proposal. CONSULTANT shall be paid within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
**EKI ENVIRONMENT & WATER, INC. – PROGRAM MANAGEMENT AND
MONITORING**

Compensation for any task must be equal or less than the percentage complete. In no event shall CONSULTANT be entitled to compensation for work not included in Attachment "A", Scope of Work, unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work.

Payment is made based on a time and material basis.

(3) Effective Date and Term.

The effective date of this Agreement is February 19, 2019, and it shall terminate no later than June 30, 2020.

(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. CONSULTANT is responsible for controlling the means and methods to complete the scope of work described in Attachment "A" to City's satisfaction. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

(5) Billings.

CONSULTANT'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for 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, regardless of the reason, or the lack of a reason, according to the CITY'S request.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
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The services shall be performed by, or under the direct supervision, CONSULTANT's Authorized Representative: **Dave Umezaki, P.E.**, CONSULTANT shall not replace its Authorized Representatives without the prior written approval by the CITY.

(8) Assignment and Subcontracting.

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONSULTANT. Neither this Agreement nor any interest therein may be assigned by CONSULTANT without the prior written approval of CITY'S Public Works Director. 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 Public Works Director.

(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, unless otherwise authorized by City. 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. Workers Compensation Insurance shall be provided as required by law, 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.

**CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
EKI ENVIRONMENT & WATER, INC. – PROGRAM MANAGEMENT AND
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- (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 a 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 additional insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including 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 OF LATHROP – CONSULTING SERVICES AGREEMENT
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- CITY and its officers, employees, agents, and volunteers.
- (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A:VII.
 - (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (c) **Professional Liability.** CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than One Million Dollars (\$1,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:
- (i) Any deductible or self-insured retention shall not exceed \$150,000 per claim.
 - (ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
 - (iii) The policy must contain a cross liability or severability of interest clause.
 - (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, so long as commercially available at reasonable rates.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
EKI ENVIRONMENT & WATER, INC. – PROGRAM MANAGEMENT AND
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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's policies shall have self-insured retentions not exceeding \$100,000 except with concurrence of the CITY.
 - (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, so long as commercially available at reasonable rates.
 - (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, that (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 in accordance with the Standard of Care in Article 11.

**CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
EKI ENVIRONMENT & WATER, INC. – PROGRAM MANAGEMENT AND
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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 in accordance with Article 11.

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) Standard of Care.

CONSULTANT agrees that, in connection with its services to be performed under this Agreement, such services are performed with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or a similar locality. CITY recognizes that the state of practice, particularly with respect to hazardous waste conditions, is changing and evolving.

While CONSULTANT will perform in reasonable accordance with standards in effect at the time its services are performed, it is recognized that such standards may subsequently change because of improvements in the state of practice. When the findings and recommendations of CONSULTANT are based on information supplied by CITY and others, CONSULTANT shall have the right to rely on the accuracy and completeness of such information. No warranty or guarantee, express or implied, is made or intended by providing of consulting services or by furnishing oral or written reports of the findings made.

**CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
EKI ENVIRONMENT & WATER, INC. – PROGRAM MANAGEMENT AND
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(12) 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, by signing this agreement CONSULTANT states 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.

(13) Business Licenses.

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

(14) Termination.

Either CITY or CONSULTANT may cancel this Agreement at any time for convenience upon thirty (30) days written notification to 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.

(15) Funding.

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

(16) 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.

**CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
EKI ENVIRONMENT & WATER, INC. – PROGRAM MANAGEMENT AND
MONITORING**

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

To Consultant: EKI Environment & Water, Inc.
577 Airport Boulevard, Suite 500
Burlingame, CA 94010
Phone: (650) 292-9100
Fax: (650) 552-9012
ATTN: Stephen A. Tarantino, P.E.

(17) Miscellaneous.

- (a) **Consent.** Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) **Controlling Law.** The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (c) **Definitions.** The definitions and terms are as defined in these specifications.
- (d) **Force Majeure.** Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (e) **Headings.** The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

**CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
EKI ENVIRONMENT & WATER, INC. – PROGRAM MANAGEMENT AND
MONITORING**

- (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, 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.

**CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
EKI ENVIRONMENT & WATER, INC. – PROGRAM MANAGEMENT AND
MONITORING**

If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.

- (n) **Venue.** In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (o) **Recovery of Costs.** The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

(18) General Contractor Responsibilities.

Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or CONSULTANT'S sub-consultants shall relieve the any General Contractor retained by the CITY of its obligations, duties and responsibilities.

CITY agrees that the CITY, CONSULTANT and its sub-consultants shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor' general liability insurance policy and that a Waiver of Subrogation in favor of CONSULTANT will be provided under the General Contractor's Workers Compensation policy. CITY will require General Contractor to provide evidence of such insurance to CITY and CONSULTANT prior to General Contractor beginning work on the project.

(19) 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.

(20) Cost Estimates.

Any statements of estimated construction costs or future operation and maintenance costs furnished by CONSULTANT are predicted costs and are based on professional opinions and judgment. CONSULTANT is not responsible for fluctuations in construction costs due to bidding conditions and other factors which could not be anticipated at the time of preparation of the particular estimate.

**CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
EKI ENVIRONMENT & WATER, INC. – PROGRAM MANAGEMENT AND
MONITORING**

(21) CADD Documents.

Any Computer Aided Design and Drafting (CADD) documents, drawings and data files provided by CONSULTANT in an electronic format, on tape, computer disk or other electronic media, in accordance with the services covered by this Agreement or as a courtesy to CITY do not constitute the delivery of CONSULTANT's professional work product. Only the original paper prints constitute CONSULTANT'S professional work product. Because the electronic media may be damaged during transfer or altered, the paper prints shall control where there are any differences between the paper prints and the electronic media. CONSULTANT makes no warranties, either express or implied, of the merchantability, applicability, compatibility with CITY'S computer equipment or software, or fitness for any particular purpose for the electronic media or that the electronic media contain no defects or are virus free.

Modification or use by CITY of any documents or electronic media prepared by CONSULTANT for any purpose or project other than the project subject to this Agreement shall be at CITY'S sole risk. CITY agrees to indemnify and hold CONSULTANT harmless from any claims, damages, liabilities or costs, including attorneys' fees and costs of defense, arising from any reuse or modification of any documents or electronic media prepared by CONSULTANT without the prior written consent of CONSULTANT.

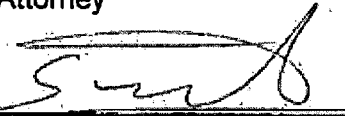
(22) Signatures.

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
EKI ENVIRONMENT & WATER, INC. – PROGRAM MANAGEMENT AND
MONITORING**

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

2-7-19

Date

Recommended for Approval:

City of Lathrop
Assistant Public Works Director




Michael King

2-7-19

Date

Accepted By:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330



Stephen J. Salvatore
City Manager

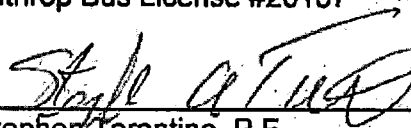
2-19-19

Date

CONSULTANT:

EKI Water & Environment, Inc.
577 Airport Blvd., Suite 500
Burlingame, CA 94010

Fed ID # 94-3087395
Lathrop Bus License #20137



Stephen Tarantino, P.E.

Jan 25, 2019

Date

22 October 2018

Greg Gibson
Senior Civil Engineer
City of Lathrop
390 Towne Centre Drive
Lathrop, California 95330

Subject: Proposed Scope of Work and Budget
Program Management and Monitoring Well-Related Services for Decommissioning of
Recycled Water Use Area A23
City of Lathrop, California
(EKI B50009.10)

Dear Mr. Gibson:

EKI Environment & Water, Inc. ("EKI") is pleased to present this proposed scope of work for providing program management assistance and monitoring well-related services associated with the decommissioning of Recycled Water Use Area A23.

BACKGROUND

EKI has recently provided program management services to the City of Lathrop ("City") for the expansion of the City's wastewater treatment plant at the Consolidated Treatment Facility ("CTF") under a previously approved scope of work. It is our understanding that the City would like to modify the existing CTF recycled water system to exclude Recycled Water Use Area A23, which will result in a temporary reduction in the City's permitted flow capacity for the CTF. This decommissioning will require the destruction and possible replacement of a monitoring well currently located within Use Area A23. This proposal presents EKI's scope of work to perform program management and monitoring well related services associated with the permitting of this decommissioning.

Formerly known as Erler & Kallnowski, Inc.

Oakland, CA (510) 452-5700 • Larkspur, CA (415) 464-9245 • Los Angeles, CA (310) 857-1600 • Centennial, CO (303) 796-0556

SCOPE OF WORK

Task 1 -- Management of Permitting of Use Area A23 Decommissioning

EKI will perform planning and management of the permitting of the Use Area A23 decommissioning process, including coordination with the Regional Water Quality Control Board ("RWQCB"), and preparation of associated documentation. These tasks are anticipated to include the following:

- Preparation of a letter to the RWQCB proposing the decommissioning, including an updated recycled water balance and a discussion of the impact of the decommissioning on flow capacity;
- Coordination of and attendance at a meeting with the RWQCB to discuss permitting steps;
- Following the completion of the required steps, including the monitoring well-related steps discussed in Task 2 below, preparation of a letter report documenting the decommissioning, with contents of this report to be defined at the RWQCB meeting described above.

For all work products described above, EKI will prepare draft versions for City review. Following receipt of City comments, EKI will prepare final versions that incorporate the City's comments. All work products will be provided in PDF format via electronic mail. During the preparation and submittal of the documents, EKI will coordinate with the appropriate staff at the Regional Water Quality Control Board.

Task 2 – Monitoring Well Assessment, Abandonment, and Optional Installation

EKI will provide services related to monitoring well assessment, abandonment, and optional installation as described in the following subtasks:

Subtask 2a - MWM-12 Replacement Assessment

EKI will assess whether MWM-12 requires replacement. Specific tasks include:

- Examination of historical water quality and water level data; and
- Correspondence with the RWQCB.

Subtask 2b - Prepare Well Destruction Workplan

EKI will prepare the required *Groundwater Monitoring Well Destruction Workplan* for the RWQCB that describes the proposed abandonment approach for MWM-12.

Subtask 2c - Well Abandonment

EKI will oversee the abandonment of MWM-12. Specific tasks include:

- Obtain a monitoring well destruction permit from the San Joaquin County Environmental Health Department ("SJC EHD");
- Well abandonment, to be performed via overdrilling by Confluence Environmental under contract to EKI;

- Complete DWR well destruction report; and
- Project management, including coordination, planning, and communication between EKI and the City, driller, and inspector.

Optional Subtask 2d - Prepare Well Installation Workplan:

If a replacement well is deemed to be appropriate or is required by RWQCB, EKI will expand the *Groundwater Monitoring Well Destruction Workplan* developed under Task 2 to include the requirements of a *Groundwater Monitoring Well Installation Workplan*, and will submit one *Groundwater Monitoring Well Destruction and Installation Workplan* to the RWQCB. Specific tasks include:

- Correspondence with RWQCB and the City in selecting the MWM-12 replacement well location. The replacement well location will be selected to minimize interference with future land uses.
- Site visit with the City to mark the replacement well location.
- Preparing a Workplan that will describe the necessary well construction plans consistent with the "Requirements for Monitoring Well Installation Workplans, and Monitoring Well Installations Reports" included as Attachment K to the City's Waste Discharge Requirements Permit ("WDRs"). The Workplan will also be consistent with California Well Standards Bulletin 74-90 and San Joaquin County Well Standards.

Optional Subtask 2e - Well Installation:

If a replacement well is deemed to be appropriate or is required by RWQCB, EKI will oversee the MWM-12 replacement well installation. Specific tasks include:

- Obtain a monitoring well installation permit from SJC EHD.
- Well installation and continuous coring. Install one groundwater monitoring well up to 20 feet in depth. Confluence Environmental shall drill and construct the new well under contract to EKI. Well installation will include continuous borehole logging and sampling of drill cuttings for pore water extractions.
- Well development. Well development of the new monitoring well will be performed by Confluence Environmental no sooner than 48 hours after well construction.
- Complete DWR well completion report.
- Extract the pore-water from select drill cuttings to measure the groundwater salinity profile at the new well location.
- Well head location and elevation surveying. The required well survey will be conducted by MacKay and Somsps under contract to EKI.
- Project management which includes coordination, planning, and communication between EKI and the City, driller, and inspector.

Subtask 2f - Prepare Well Abandonment Report:

EKI will prepare the required *Groundwater Monitoring Well Abandonment Report*. If a replacement well is needed, this report will be modified to become a *Groundwater Monitoring Well Abandonment and Installation Report*. This report will document the well abandonment and construction activities and discuss any deviations from the Workplan. If a replacement well is required, the report will be consistent with the "*Monitoring Well Workplan and Monitoring Well Installation Report Guidance*" which is included as Attachment K to the City's WDRs.

Optional Subtask 2f: Well Sampling:

If RWQCB requires a replacement well, or EKI recommends a replacement well, the replacement well will require quarterly sampling for eight consecutive quarters as outlined in the City's WDRs. MWM-12 is currently approved for semi-annual sampling through fiscal year 2019, therefore this task includes two additional quarterly sampling events (Fourth Quarter 2018 and First Quarter 2019). Subsequent quarterly sampling requirements will be added to the groundwater and water supply monitoring and reporting agreement for fiscal year 2019-2020. Specific tasks include:

- Groundwater monitoring and laboratory analysis performed by FGL;
- Sampling coordination and oversight; and
- Data processing and reporting.

SCHEDULE

EKI will begin work upon receiving authorization from the City.

COMPENSATION

We propose that compensation for consulting services by EKI Environment & Water, Inc. be on a time and expense reimbursement basis in accordance with our current Schedule of Charges, dated 1 January 2018. On the basis of the Scope of Work described above and in the attached Table 1, we propose the following budget:

- **Base scope (including no optional tasks): \$35,000**
- **Optional Task 2d (well installation work plan): \$6,900**
- **Optional Task 2e (well installation): \$17,500**
- **Optional Task 2g (well sampling): \$2,600**
- **Scope including ALL optional tasks: \$62,000**

TERMS AND CONDITIONS

Except as specifically modified above, all other terms of our 2 March 2015 Agreement shall remain in full force and effect.

Letter to Mr. Gibson
22 October 2018
Page 5 of 5



If this proposal meets with your approval, please send us an Agreement Amendment to review and execute.

We are pleased to have the opportunity to continue to work with the City of Lathrop. Please call us at (650) 292-9100 if you have any questions or wish to discuss these matters in greater detail.

Very truly yours,

EKI ENVIRONMENT & WATER, INC.

A handwritten signature in black ink, appearing to read 'C. David Umezaki'.

C. David Umezaki, P.E.
Project Engineer

A handwritten signature in black ink, appearing to read 'Stephen A. Tarantino'.

Stephen A. Tarantino, P.E.
Vice President

Table 1 - Budget Estimate for Proposed Scope of Work
Program Management and Monitoring Well-Related Services for Decommissioning of Recycled Water Use Area A23

TASKS	EKI Labor							Expenses			TOTAL (1)	
	CAD/ GIS	G5 - Kristyn Lindhart	G3 - Christina Lucero	A1 - Dave Leighton	Dave Umezaki	Principal - Steve Tarantino	Principal - John Fio	TOTAL EKI Labor, including 4% Comm. Charge (1) (2)	CAD/GIS Charge (per hour)	OTHER DIRECT COSTS, including 10% Markup (3)	TOTAL EXPENSES (1)	
	113	124	160	225	260	280	270	(\$)	\$20		(\$)	(\$)
Task 1 - Management of Permitting of Use Area A23 Decommissioning												
Prepare water balance					4	1		\$1,373	\$0		\$0	\$1,373
Prepare draft letter to RWQCB proposing decommissioning					6	1		\$1,914	\$0		\$0	\$1,914
Finalize letter to RWQCB					2	1		\$832	\$0		\$0	\$832
Preparation for and coordination of meeting with RWQCB					6	2		\$2,205	\$0		\$0	\$2,205
Attend meeting with RWQCB					6			\$1,622	\$0		\$0	\$1,622
Prepare draft letter report on decommissioning					6	1		\$1,914	\$0		\$0	\$1,914
Finalize letter report on decommissioning					2	1		\$832	\$0		\$0	\$832
Miscellaneous coordination with RWQCB					4			\$1,082	\$0		\$0	\$1,082
Subtotal	0	0	0	0	36	7	0	\$11,800	\$0	\$0	\$0	\$11,800
Task 2a - MWM-12 Replacement Assessment												
Assessment of whether MWM-12 requires replacement			12	4	2		4	\$4,597	\$0		\$0	\$4,597
Correspondence with RWQCB			4		2		2	\$1,768	\$0		\$0	\$1,768
Subtotal	0	0	16	4	4	0	6	\$6,400	\$0	\$0	\$0	\$6,400
Task 2b- Well Destruction Workplan for Abandoning MWM-12												
Prepare Workplan	2	10	8		2		2	\$3,958	\$40		\$40	\$3,998
Project management					2			\$541	\$0		\$0	\$541
Subtotal	2	10	8	0	4	0	2	\$4,500	\$40	\$0	\$0	\$4,600
Task 2c - Well Abandonment												
Monitoring Well Destruction Permit from SIC EHD		4	2					\$849	\$0	\$669	\$669	\$1,517
Well Abandonment		12	2					\$1,880	\$0	\$3,108	\$3,108	\$4,988
DWR Well Destruction Report		2	1					\$424	\$0		\$0	\$424
Project management					2			\$541	\$0		\$0	\$541
Subtotal	0	18	5	0	2	0	0	\$3,700	\$0	\$3,776	\$3,800	\$7,500
Optional Task 2d - Well Installation Workplan for MWM-12 Replacement												
Correspondence with RWQCB & City	2		10		2		2	\$3,001	\$40		\$40	\$3,041
Site Visit			8					\$1,331	\$0	\$220	\$220	\$1,551
Prepare Workplan as add on to Destruction Workplan	1	5	4		1		1	\$1,979	\$20		\$20	\$1,999
Project management					1			\$270	\$0		\$0	\$270
Subtotal	3	5	22	0	4	0	3	\$6,600	\$60	\$220	\$300	\$6,900

Table 1 - Budget Estimate for Proposed Scope of Work
Program Management and Monitoring Well-Related Services for Decommissioning of Recycled Water Use Area A23

TASKS	EKI Labor							TOTAL EKI Labor, including 4% Comm. Charge (1) (2)	Expenses			TOTAL (1)
	CAD/ GIS	G5 - Kristyn Lindhart	G3 - Christina Lucero	A1 - Dave Leighton	Dave Umezaki	Principal - Steve Tarantino	Principal - John Flo		CAD/GIS Charge (per hour)	OTHER DIRECT COSTS, including 10% Markup (3)	TOTAL EXPENSES (1)	
	113	124	160	225	260	280	270		\$20		(\$)	
Optional Task 2e - Well Installation for MWM-12 replacement												
Monitoring Well Installation Permit from SJC EHD		4	2					\$849	\$0	\$669	\$669	\$1,517
Well Installation and coring		12	12				4	\$4,668	\$0	\$4,004	\$4,004	\$8,672
DWR Well Completion Report	1	2	1					\$542	\$20		\$20	\$562
Surveying		2						\$258	\$0	\$2,750	\$2,750	\$3,008
Pore Water Extractions		5	1					\$811	\$0	\$110	\$110	\$921
Well Development		10						\$1,290	\$0	\$908	\$908	\$2,197
Project management					2			\$541	\$0		\$0	\$541
Subtotal	1	35	16	0	2	0	4	\$9,000	\$20	\$8,440	\$8,500	\$17,500
Task 2f - Well Abandonment Report for MWM-12												
Prepare Report	2	10	10		2		2	\$4,291	\$40		\$40	\$4,331
Project management					1			\$270	\$0		\$0	\$270
Subtotal	2	10	10	0	3	0	2	\$4,600	\$40	\$0	\$100	\$4,700
Optional Task 2g - Well Sampling of MWM-12 replacement												
Groundwater monitoring and laboratory analysis				2				\$0	\$0	\$1,038	\$1,038	\$1,038
Sampling coordination and oversight								\$468	\$0		\$0	\$468
Data processing and reporting	2	6						\$1,009	\$40		\$40	\$1,049
Subtotal	2	6	0	2	0	0	0	\$1,500	\$40	\$1,038	\$1,100	\$2,600
TOTAL:	10	84	77	6	19	0	17	\$48,100	\$200	\$13,475	\$13,800	\$62,000

Notes:

- (1) Subtotals may not exactly sum due to rounding.
- (2) A communications charge of 4% of labor costs covers e-mail access, web conferencing, cellphone calls, messaging and data access, file sharing, local and long distance telephone calls and conferences, facsimile transmittals, standard delivery U.S. postage, and incidental in-house copying.
- (3) "Other Direct Costs" includes direct expenses, as listed below, incurred in connection with the work and will be reimbursed at cost plus ten percent (10%) for items such as:
 - Drillers and contractors.
 - Monitoring well permits issued by San Joaquin County Environmental Health Department.
 - Rented vehicles or travel.
 - Field equipment daily rental rate and associated field supplies.



Office of the City Manager

390 Towne Centre Dr. - Lathrop, CA 95330
Phone (209) 941-7220 - fax (209) 941-7248
www.ci.lathrop.ca.us

NOTICE TO PROCEED

EKI Environment & Water, Inc.
Steve Tarantino, President
577 Airport Boulevard, Suite 500
Burlingame, CA 94010

Sent via email & original mailed: starantino@ekiconsult.com

Dear Mr. Tarantino:

Enclosed please find your original of the executed Professional Service Agreement to Provide Program Management and Monitoring Well-Related Services for Decommissioning of Portions of Recycled Water Use Area A28. This is your Notice to Proceed to the attached Amendment No. 1 Agreement.

Should you have any questions regarding this project, please contact Gregory Gibson at (209) 941-7442, the staff member directly involved with this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen J. Salvatore".

Stephen J. Salvatore
City Manager

Copy: Teresa Vargas, City Clerk
Project File

CITY OF LATHROP

**AGREEMENT BETWEEN THE CITY OF LATHROP
AND EKI ENVIRONMENT & WATER, INC.**

TO PROVIDE PROGRAM MANAGEMENT AND MONITORING WELL-RELATED SERVICES FOR DECOMMISSIONING OF PORTIONS OF RECYCLED WATER USE AREA A28

THIS AGREEMENT, dated for convenience this **April 30**, 2019, is by and between **EKI Environment & Water, Inc.** ("CONSULTANT") and the **City of Lathrop**, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Professional Consulting Services, which are required by this agreement; and

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

WHEREAS, CONSULTANT is willing to render such Professional Consulting Services, as hereinafter defined, on the following terms and conditions; and

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

AGREEMENT

(1) Scope of Service.

CONSULTANT agrees to perform services in conformance with the scope of work submitted by the CONSULTANT, hereafter referred to as Exhibit "A" and incorporated herein by reference. CONSULTANT agrees to diligently perform these services in accordance with the standards of its profession, as stated in Article 11, and CITY'S satisfaction.

(2) Compensation.

CITY hereby agrees to pay CONSULTANT on a time and expense reimbursement basis in accordance with Exhibit "A" up to a sum not to exceed **\$23,700** for the Consulting Services set forth in Exhibit "A". CONSULTANT shall be paid within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
TO PROVIDE PROGRAM MANAGEMENT AND MONITORING WELL-RELATED SERVICES FOR
DECOMMISSIONING OF PORTIONS OF RECYCLED WATER USE AREA A28

Compensation for any task must be equal or less than the percentage complete. In no event shall CONSULTANT be entitled to compensation for work not included in exhibit "A", Scope of Work, unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work.

Payment is made based on a time and material basis.

(3) Effective Date and Term.

The effective date of this Agreement is April 30, 2019 and it shall terminate no later than June 30, 2020.

(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. CONSULTANT is responsible for controlling the means and methods to complete the scope of work described in exhibit "A" to City's satisfaction. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

(5) Billings.

CONSULTANT'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for 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, regardless of the reason, or the lack of a reason, according to the CITY'S request. The services shall be performed by, or under the direct supervision,

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
TO PROVIDE PROGRAM MANAGEMENT AND MONITORING WELL-RELATED SERVICES FOR
DECOMMISSIONING OF PORTIONS OF RECYCLED WATER USE AREA A28

CONSULTANT's Authorized Representative: Stephen Tarantino, P.E.,
CONSULTANT shall not replace its Authorized Representatives without the prior
written approval by the CITY.

(8) Assignment and Subcontracting.

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONSULTANT. Neither this Agreement nor any interest therein may be assigned by CONSULTANT without the prior written approval of CITY'S Public Works Director. 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 Public Works Director.

(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, unless otherwise authorized by City. 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. Workers Compensation Insurance shall be provided as required by law, 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.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
TO PROVIDE PROGRAM MANAGEMENT AND MONITORING WELL-RELATED SERVICES FOR
DECOMMISSIONING OF PORTIONS OF RECYCLED WATER USE AREA A28

If a 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 additional insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including 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.

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- (c) Professional Liability. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than One Million Dollars (\$1,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:
- (i) Any deductible or self-insured retention shall not exceed \$150,000 per claim.
 - (ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
 - (iii) The policy must contain a cross liability or severability of interest clause.
 - (iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:
 - 1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - 2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 - 3. If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work.

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4. 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, so long as commercially available at reasonable rates. .
 5. 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's policies shall have self-insured retentions not exceeding \$100,000 except with concurrence of the CITY.
- (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, so long as commercially available at reasonable rates.
 - (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, that (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 in accordance with the Standard of Care in Article 11.

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 in accordance with Article 11.

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) Standard of Care.

CONSULTANT agrees that, in connection with its services to be performed under this Agreement, such services are performed with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or a similar locality. CITY recognizes that the state of practice, particularly with respect to hazardous waste conditions, is changing and evolving.

While CONSULTANT will perform in reasonable accordance with standards in effect at the time its services are performed, it is recognized that such standards may subsequently change because of improvements in the state of practice.

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When the findings and recommendations of CONSULTANT are based on information supplied by CITY and others, CONSULTANT shall have the right to rely on the accuracy and completeness of such information. No warranty or guarantee, express or implied, is made or intended by providing of consulting services or by furnishing oral or written reports of the findings made.

(12) 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, by signing this agreement CONSULTANT states 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.

(13) Business Licenses.

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

(14) Termination.

Either CITY or CONSULTANT may cancel this Agreement at any time for convenience upon thirty (30) days written notification to 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.

(15) Funding.

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

(16) 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

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(4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) Days by delivery of a hard copy of the material sent by facsimile transmission. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

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

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

MAIN (209) 941-7430

To Consultant: EKI Environment & Water, Inc.
577 Airport Boulevard, Suite 500
Burlingame, CA 94010
Phone: (650) 292-9100
Fax: (650) 552-9012
ATTN: Stephen A. Tarantino, P.E.

(17) 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.

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- (e) **Headings.** The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (f) **Incorporation of Documents.** All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (g) **Integration.** This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, 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.

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- (m) Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last.

If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.

- (n) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (o) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.
- (p)

(18) General Contractor Responsibilities.

Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or CONSULTANT'S sub-consultants shall relieve any General Contractor retained by the CITY of its obligations, duties and responsibilities.

CITY agrees that the CITY, CONSULTANT and its sub-consultants shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor' general liability insurance policy and that a Waiver of Subrogation in favor of CONSULTANT will be provided under the General Contractor's Workers Compensation policy. CITY will require General Contractor to provide evidence of such insurance to CITY and CONSULTANT prior to General Contractor beginning work on the project.

(19) 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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(20) Cost Estimates.

Any statements of estimated construction costs or future operation and maintenance costs furnished by CONSULTANT are predicted costs and are based on professional opinions and judgment. CONSULTANT is not responsible for fluctuations in construction costs due to bidding conditions and other factors which could not be anticipated at the time of preparation of the particular estimate.

(21) CADD Documents.

Any Computer Aided Design and Drafting (CADD) documents, drawings and data files provided by CONSULTANT in an electronic format, on tape, computer disk or other electronic media, in accordance with the services covered by this Agreement or as a courtesy to CITY do not constitute the delivery of CONSULTANT's professional work product. Only the original paper prints constitute CONSULTANT'S professional work product. Because the electronic media may be damaged during transfer or altered, the paper prints shall control where there are any differences between the paper prints and the electronic media. CONSULTANT makes no warranties, either express or implied, of the merchantability, applicability, compatibility with CITY'S computer equipment or software, or fitness for any particular purpose for the electronic media or that the electronic media contain no defects or are virus free.

Modification or use by CITY of any documents or electronic media prepared by CONSULTANT for any purpose or project other than the project subject to this Agreement shall be at CITY'S sole risk. CITY agrees to indemnify and hold CONSULTANT harmless from any claims, damages, liabilities or costs, including attorneys' fees and costs of defense, arising from any reuse or modification of any documents or electronic media prepared by CONSULTANT without the prior written consent of CONSULTANT.

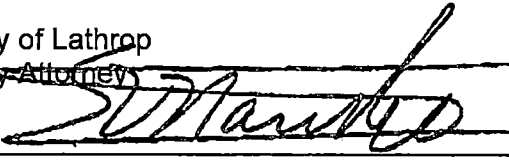
CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
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(22) Signatures.

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.

Approved as to Form:

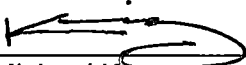
City of Lathrop
City Attorney



Salvador Navarrete Date 4/23/19

Recommended for Approval:


City of Lathrop
Assistant Public Works Director



Michael King Date 4.19.19

Approved By:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330



Stephen J. Salvatore Date 4.30.19
City Manager

CONSULTANT:

EKI Water & Environment, Inc.
577 Airport Blvd., Suite 500
Burlingame, CA 94010

Fed ID # 94-3087395
Lathrop Bus License #20137



Stephen Tarantino, P.E. Date 4/18/2019

REVISED – 9 April 2019

Greg Gibson
Senior Civil Engineer
City of Lathrop
390 Towne Centre Drive
Lathrop, California 95330

Subject: Proposed Scope of Work and Budget
Program Management and Monitoring Well-Related Services for Decommissioning of
Portions of Recycled Water Use Area A28
City of Lathrop, California
(EKI B50009.13)

Dear Mr. Gibson:

EKI Environment & Water, Inc. (“EKI”) is pleased to present this proposed scope of work for providing program management assistance and monitoring well-related services associated with the decommissioning of portions of Recycled Water Use Area A28.

BACKGROUND

EKI has recently provided program management services to the City of Lathrop (“City”) for the expansion of the City’s wastewater treatment plant at the Consolidated Treatment Facility (“CTF”) under a previously approved scope of work. It is our understanding that the City would like to modify the existing CTF recycled water system to exclude portions of Recycled Water Use Area A28, which will result in a temporary reduction in the City’s permitted flow capacity for the CTF. This decommissioning will require the destruction and possible replacement of several monitoring wells currently located within or near Use Area A28. This proposal presents EKI’s scope of work to perform program management and monitoring well related services associated with the permitting of this decommissioning.

Formerly known as Erler & Kallinowski, Inc.

Oakland, CA (510) 452-5700 • Larkspur, CA (415) 464-9245 • Los Angeles, CA (310) 857-1600 • Centennial, CO (303) 796-0556

SCOPE OF WORK

Task 1 -- Management of Permitting of Use Area A28 Partial Decommissioning

EKI will perform planning and management of the permitting of the Use Area A28 partial decommissioning process, including coordination with the Regional Water Quality Control Board (“RWQCB”), and preparation of associated documentation. These tasks are anticipated to include the following:

- Preparation of a letter to the RWQCB proposing the decommissioning, including an updated recycled water balance and a discussion of the impact of the decommissioning on flow capacity;
- Coordination of and attendance at a meeting with the RWQCB to discuss permitting steps;
- Following the completion of the required steps, including the monitoring well-related steps discussed in Task 2 below, preparation of a letter report documenting the decommissioning, with contents of this report to be defined at the RWQCB meeting described above.

For all work products described above, EKI will prepare draft versions for City review. Following receipt of City comments, EKI will prepare final versions that incorporate the City’s comments. All work products will be provided in PDF format via electronic mail. During the preparation and submittal of the documents, EKI will coordinate with the appropriate staff at the RWQCB.

Task 2 – Monitoring Well Assessment, and Coordination Regarding Abandonment

EKI will provide services related to monitoring well assessment, abandonment, and optional installation as described in the following subtasks:

Subtask 2a – Well Replacement Assessment

EKI will assess whether the monitoring wells planned for abandonment require replacement. Specific tasks include:

- Examination of historical water quality and water level data; and
- Correspondence with the RWQCB.

Subtask 2b – Coordination on Well Destruction Workplan

EKI will coordinate with ENGEO as necessary regarding ENGEO’s preparation of the required *Groundwater Monitoring Well Destruction Workplan* for the RWQCB that describes the proposed abandonment approach for the monitoring wells. It is EKI’s understanding that ENGEO or River Islands will submit the draft Workplan to the City for review. EKI will review the Workplan and will provide comments to ENGEO. It is EKI’s understanding that ENGEO will then implement the City and EKI comments and submit the revised Workplan to the City for submittal to the RWQCB.

Subtask 2c – Coordination on Well Abandonment Report

EKI will coordinate with ENGEO as necessary regarding ENGEO's preparation of the required *Groundwater Monitoring Well Abandonment Report*. It is EKI's understanding that ENGEO or River Islands will submit the draft report to the City for review. EKI will review the report and will provide comments to ENGEO. It is EKI's understanding that ENGEO will then implement the City and EKI comments and submit the revised report to the City for submittal to the RWQCB.

Optional Subtask 2d: Well Sampling

If replacement wells are needed, the replacement wells will require quarterly sampling for eight consecutive quarters as outlined in the City's WDRs. If replacement wells are needed, this task assumes one replacement well with two additional quarterly sampling events (Fourth Quarter 2018 and First Quarter 2019) at this well. Subsequent quarterly sampling requirements would be added to the groundwater and water supply monitoring and reporting agreement for fiscal year 2019-2020. Specific tasks include:

- Groundwater monitoring and laboratory analysis performed by FGL;
- Sampling coordination and oversight; and
- Data processing and reporting.

SCHEDULE

EKI will begin work upon receiving authorization from the City.

COMPENSATION

We propose that compensation for consulting services by EKI Environment & Water, Inc. be on a time and expense reimbursement basis in accordance with our current Schedule of Charges, dated 1 January 2019. On the basis of the Scope of Work described above and in the attached Table 1, we propose the following budget:

- **Base scope (assuming no replacement wells required): \$19,900**
- **Optional Task 2d (well sampling, required only if replacement wells needed): \$3,800**

TERMS AND CONDITIONS

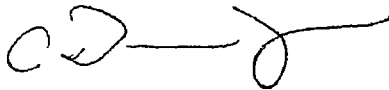
Except as specifically modified above, all other terms of our 2 March 2015 Agreement shall remain in full force and effect.

If this proposal meets with your approval, please send us an Agreement Amendment to review and execute.

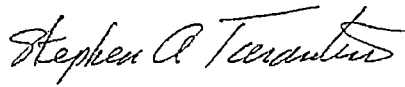
We are pleased to have the opportunity to continue to work with the City of Lathrop. Please call us at (650) 292-9100 if you have any questions or wish to discuss these matters in greater detail.

Very truly yours,

EKI ENVIRONMENT & WATER, INC.



C. David Umezaki, P.E.
Project Engineer



Stephen A. Tarantino, P.E.
Vice President

Table 1 - Budget Estimate for Proposed Scope of Work
 Program Management and Monitoring Well-Related Services for Decommissioning of Portions of Recycled Water Use Area A28

TASKS	EKI Labor							Expenses			TOTAL (1)	
	CAD/ GIS	G5 - Kristyn Lindhart	G3 - Christina Lucero	A1 - Dave Leighton	Dave Umezaki	Principal - Steve Tarantino	Principal - John Fio	TOTAL EKI Labor, including 4% Comm. Charge (1) (2)	CAD/GIS Charge (per hour)	OTHER DIRECT COSTS, including 10% Markup (3)	TOTAL EXPENSES (1)	
	118	129	165	219	265	286	275	(\$)			(\$)	(\$)
Task 1 - Management of Permitting of Use Area A28 Decommissioning												
Prepare water balance					4	1		\$1,400	\$0		\$0	\$1,400
Prepare draft letter to RWQCB proposing decommissioning					6	1		\$1,951	\$0		\$0	\$1,951
Finalize letter to RWQCB					2	1		\$849	\$0		\$0	\$849
Preparation for and coordination of meeting with RWQCB					6	2		\$2,248	\$0		\$0	\$2,248
Attend meeting with RWQCB					6			\$1,654	\$0		\$0	\$1,654
Prepare draft letter report on decommissioning					6	1		\$1,951	\$0		\$0	\$1,951
Finalize letter report on decommissioning					2	1		\$849	\$0		\$0	\$849
Miscellaneous coordination with RWQCB					4			\$1,102	\$0		\$0	\$1,102
Subtotal	0	0	0	0	36	7	0	\$12,100	\$0	\$0	\$0	\$12,100
Task 2a - Well Replacement Assessment												
Assessment of whether wells require replacement		8	4	4	2		3	\$4,080	\$0		\$0	\$4,080
Correspondence with RWQCB			4		2		1	\$1,524	\$0		\$0	\$1,524
Subtotal	0	8	8	4	4	0	4	\$5,700	\$0	\$0	\$0	\$5,700
Task 2b - Coordination on Well Destruction Workplan												
Coordinate with ENGEO and review workplan		2	2					\$612	\$0		\$0	\$612
Project management					1			\$276	\$0		\$0	\$276
Subtotal	0	2	2	0	1	0	0	\$900	\$0	\$0	\$0	\$900
Task 2c - Coordination on Well Abandonment Report												
Coordinate with ENGEO , review report		2	2	1				\$839	\$0		\$0	\$839
Project management					1			\$276	\$0		\$0	\$276
Subtotal	0	2	2	1	1	0	0	\$1,200	\$0	\$0	\$0	\$1,200
Optional Task 2d - Well Sampling of Replacement Wells												
Groundwater monitoring and laboratory analysis								\$0	\$0	\$2,000	\$2,000	\$2,000
Sampling coordination and oversight					2			\$456	\$0		\$0	\$456
Data processing and reporting		6		2				\$1,260	\$0		\$0	\$1,260
Subtotal	0	6	0	4	0	0	0	\$1,800	\$0	\$2,000	\$2,000	\$3,800
TOTAL:	0	18	12	9	6	0	4	\$21,700	\$0	\$2,000	\$2,000	\$23,700

Table 1 - Budget Estimate for Proposed Scope of Work
Program Management and Monitoring Well-Related Services for Decommissioning of Portions of Recycled Water Use Area A28

Notes:

(1) Subtotals may not exactly sum due to rounding.

(2) A communications charge of 4% of labor costs covers e-mail access, web conferencing, cellphone calls, messaging and data access, file sharing, local and long distance telephone calls and conferences, facsimile transmittals, standard delivery U.S. postage, and incidental in-house copying.

(3) "Other Direct Costs" includes direct expenses, as listed below, incurred in connection with the work and will be reimbursed at cost plus ten percent (10%) for items such as:

-Drillers and contractors.

-Monitoring well permits issued by San Joaquin County Environmental Health Department.

-Rented vehicles or travel.

-Field equipment daily rental rate and associated field supplies.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Attn: David C. Eckman Oakland CA 94604-2675	CONTACT NAME: Doris A Chambers	
	PHONE (A/C, No, Ext): 510-465-3090	FAX (A/C, No): 510-452-2193
E-MAIL ADDRESS: dchambers@dealeyrenton.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Greenwich Insurance Company		22322
INSURER B: Sentinel Insurance Co. LTD		11000
INSURER C: American Automobile Ins. Co.		21849
INSURER D: XL Specialty Ins. Co.		
INSURER E:		
INSURER F:		

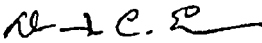
COVERAGES **CERTIFICATE NUMBER:** 974303741 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GEC000341518	6/16/2018	6/16/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	57UEGAM9746	6/16/2018	6/16/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	UEC000341718	6/16/2018	6/16/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SCW0030171801	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional & Contractor's Pollution Liab.			PEC000341617	6/16/2018	6/16/2019	\$5,000,000 per Claim \$5,000,000 Anni Aggr

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 REF: B50009.13 City of Lathrop, Scope of Work and Budget. Related Services for Decommissioning of Portions of Recycled Water Use Area A28. GENERAL LIABILITY/AUTOMOBILE LIABILITY ADDITIONAL INSURED: City of Lathrop, its officers, employees, agents and volunteers are named as Additional Insured as respects General Liability and Auto Liability as required per written contract or agreement. General Liability is Primary/Non-Contributory per policy wording. Waiver of Subrogation applies to Commercial General Liability, Automobile Liability and Workers Compensation. Professional Liability Prior Acts Date 02/01/2017. 30 Day Notice of Cancellation.

CERTIFICATE HOLDER**CANCELLATION 30 Day NOC/10 Day for NonPay of Prem**

City of Lathrop Attn: City Clerk 390 Towne Center Drive Lathrop CA 95330	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Lathrop Attn: City Clerk 390 Towne Center Drive Lathrop CA 95330	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
City of Lathrop Attn: City Clerk 390 Towne Center Drive Lathrop CA 95330	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: EKI Environment & Water, Inc.</p> <p>Endorsement Effective Date: 6/16/2018</p>
--

SCHEDULE

<p>Name Of Person(s) Or Organization(s):</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

**Workers' Compensation and Employers' Liability Insurance Policy
Waiver of Our Right to Recover From Others Endorsement - California
WC 04 03 06**

If the following information is not complete, refer to the appropriate Schedule attached to the policy.

Insured: EKI Environment & Water, Inc.

Policy Number SCW0030171801

Producer: Dealey, Renton & Associates

Effective Date 7/1/2018

Schedule

Person or Organization
City of Lathrop
Attn: City Clerk
390 Towne Center Drive
Lathrop CA 95330

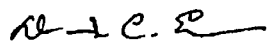
Job Description

Additional Premium %

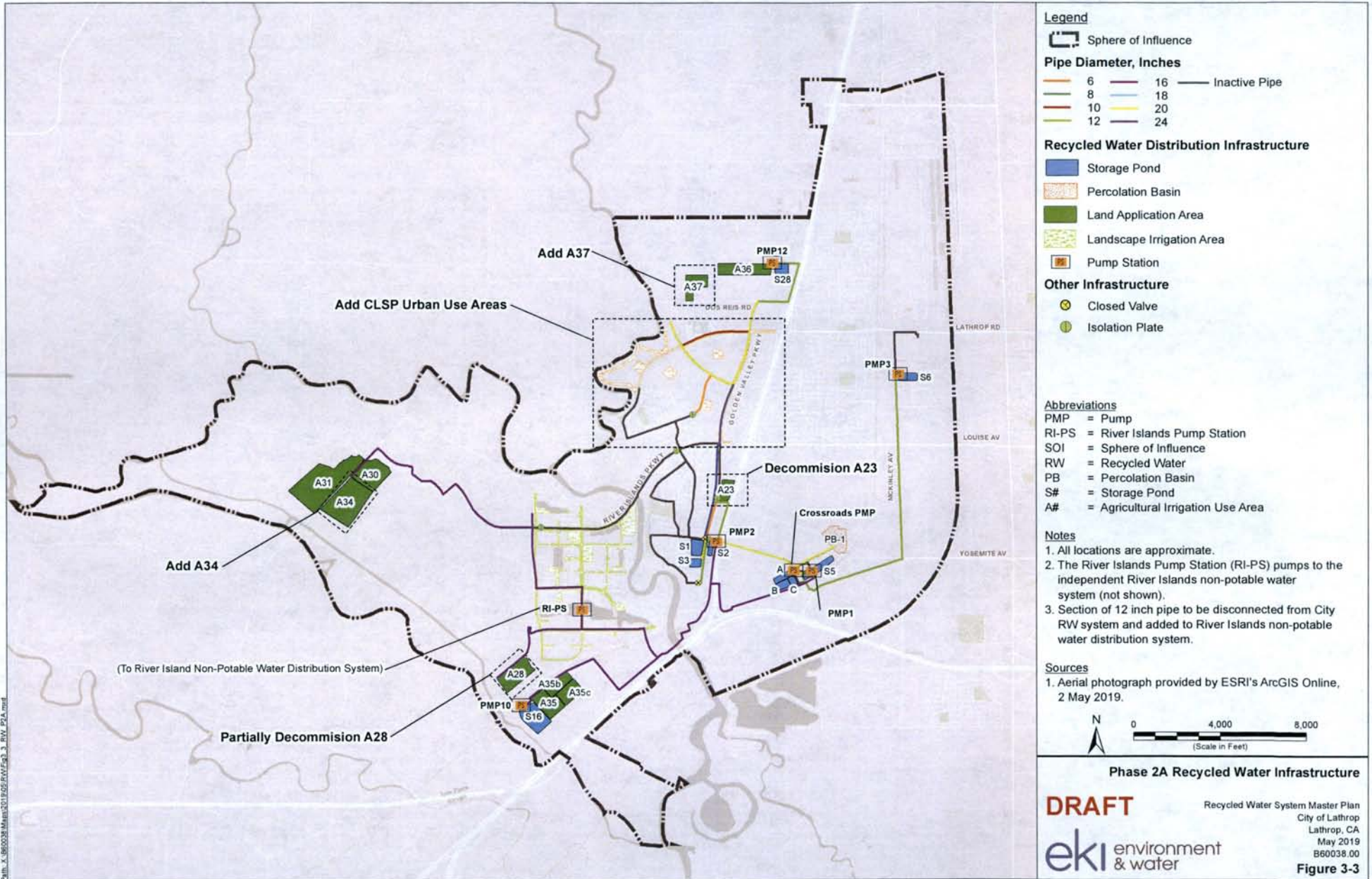
We have the right to recover our payments from anyone liable for an injury- covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be the percentage, as shown in the Schedule applicable to this endorsement, of the California workers' compensation premium otherwise due on such remuneration.



Authorized Representative



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**CITY MANAGER'S REPORT
JUNE 10, 2019, CITY COUNCIL REGULAR MEETING**

ITEM: **APPROVE PROFESSIONAL CONSULTING SERVICES AGREEMENT FOR ASSET MANAGEMENT SERVICES WITH TERRAVERDE FOR THE CITY OF LATHROP'S SOLAR ENERGY PROJECT PHASE 1 AND PHASE 2**

RECOMMENDATION: **Adopt Resolution Approving Professional Consulting Services Agreement with TerraVerde for Asset Management Services and Related Budget Amendment Associated with CIP GG 19-10**

SUMMARY:

City Council created Capital Improvement Project (CIP) GG 12-14 Solar Energy Project Phase 1 and CIP GG 19-10 Solar Energy Project Phase 2. The projects fulfill a long-standing City goal to conserve energy and produce future cost savings for the City's general fund and utility ratepayers. Phase 2 of the project is currently underway with construction starting in July 2019, and estimated to be complete in January 2020.

Staff has reviewed the performance of the solar equipment (assets) constructed as part of Phase 1 and concluded that an asset management services agreement would allow for increased cost savings through better equipment performance and the reduction of staff time. At staff's request, TerraVerde Energy, LLC (TerraVerde), provided a proposal for a five-year asset management agreement for Phase 1 and Phase 2 solar improvements, see attachment B. The cost to provide these services is \$36,300 per year with an annual 3% escalator. Sufficient funds have been included in the proposed Fiscal Year (FY) 19/20 Budget, however, a budget amendment is needed for additional funds in FY 20/21.

Staff is requesting City Council approve an agreement with TerraVerde for asset management and related budget amendment associated with CIP GG 19-10.

BACKGROUND:

In 2012, City Council approved the Solar Energy Capital Improvement Project (CIP) to conserve energy and produce future cost savings for the City's general fund and utility ratepayers. In 2013, the City Council approved a contract with TerraVerde Renewable Partners, LLC (TerraVerde), to develop and evaluate optimum locations, size, configurations, costs, and savings for solar arrays at City facilities.

Phase 1 Solar Energy Project (CIP GG 12-14) included installation of solar power systems at the City Corp Yard/Water Treatment Plant and South Harlan Road Storm Drain Basin. The project has been completed and accepted by City Council.

**CITY MANAGER'S REPORT
JUNE 10, 2019 CITY COUNCIL REGULAR MEETING
AGREEMENT WITH TERRAVERDE FOR ASSET MANAGEMENT AND RELATED
BUDGET AMENDMENT ASSOCIATED WITH CIP GG 19-10**

PAGE 2

Phase 2 Solar Energy Project (CIP GG 19-10) was initiated in early 2018. City Council authorized a contract with TerraVerde to conduct a competitive bid process for solar project installation, procurement, and financing. After extensive qualitative and technical evaluations of the six proposals received, General Electric International, Inc. was selected based on qualifications and expected annual cost savings for electricity. Construction will begin in July 2019 and the project is projected to be completed January 2020.

Asset Management Services Agreement

TerraVerde proposes the following benefits and professional consulting services as part of the Asset Management Services Agreement:

- 1) Energy & Power Provider Performance Optimization
 - a) Daily active monitoring – including comparative analysis of actual vs. weather adjusted performance expectations, ensuring early detection & appropriate response to performance issues
 - b) Creation & maintenance of a Facility Operation Plan – creating a data room with all current, relevant, source of truth documentation for these energy systems including: contracts, contacts, drawings, and emergency procedures
 - c) Enforcing Power Provider maintenance obligations – including system washing, corrective maintenance, & preventive maintenance
 - d) Power Provider billing validation – on a quarterly basis our team will review and assess for accuracy
 - e) Power Provider performance guarantee tracking & enforcement
- 2) Detailed Energy Performance Analysis & Financial Reporting
 - a) Quarterly analysis & reporting of
 - i) actual vs. weather adjusted solar energy production (portfolio wide & by site)
 - ii) actual vs. expected energy usage (portfolio wide & by site)
 - iii) maintenance activities throughout the portfolio
 - b) Annual analysis & reporting of
 - i) actual vs. expected avoided electric utility costs (using our Utility Billing Engine)
 - ii) actual vs. expected expenses (power provider bills, management costs)
 - iii) actual vs. expected savings
 - iv) actual vs. weather adjusted solar energy production (portfolio wide & by site)
 - v) actual vs. expected energy usage (portfolio wide & by site)
 - vi) performance guarantee accounting

CITY MANAGER'S REPORT **PAGE 3**
JUNE 10, 2019 CITY COUNCIL REGULAR MEETING
AGREEMENT WITH TERRAVERDE FOR ASSET MANAGEMENT AND RELATED
BUDGET AMENDMENT ASSOCIATED WITH CIP GG 19-10

REASON FOR RECOMMENDATION:

The City's solar assets will need to be managed in order to fully realize anticipated cost savings. TerraVerde possess the tools, qualifications, and experience to perform the asset management service in a cost effective manner.

FISCAL IMPACT:

TerraVerde asset management services for Phase 1 and Phase 2 of the Solar Energy Project is \$36,300 per year with an annual 3% escalator. Fees associated with Phase 2 assets will only start when the system is found to be complete and operational per contract documents and will be prorated for the remainder of the contract

Sufficient funds, \$36,300, have been included in the proposed Fiscal Year (FY) 19/20 Budget; however, a budget amendment is required from the General Fund Reserves for an additional amount of \$37,389 in order to cover cost of the second year (FY 20/21) of the asset management contract.

Staff is requesting Council approve a budget amendment for FY 20/21 as follows:

Increase Appropriation	
1010-50-05-420-01-00	\$37,389

ATTACHMENTS:

- A. Resolution Approving a Professional Consulting Services Agreement with TerraVerde for Asset Management Services and Related Budget Amendment Associated with CIP GG 19-10
- B. TerraVerde Energy Asset Management Services Agreement Draft (City agreement will be executed)

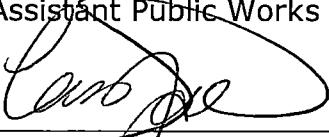
CITY MANAGER'S REPORT **PAGE 4**
JUNE 10, 2019 CITY COUNCIL REGULAR MEETING
AGREEMENT WITH TERRAVERDE FOR ASSET MANAGEMENT AND RELATED
BUDGET AMENDMENT ASSOCIATED WITH CIP GG 19-10

APPROVALS:



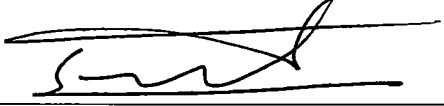
Michael King
Assistant Public Works Director

6-3-19
Date



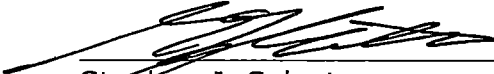
Cari James
Finance & Administrative
Services Director

6/3/19
Date



Salvador Navarrete
City Attorney

6-3-19
Date



Stephen J. Salvatore
City Manager

6.5.19
Date

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH TERRAVERDE FOR ASSET MANAGEMENT SERVICES AND RELATED BUDGET AMENDMENT ASSOCIATED WITH CIP GG 19-10

WHEREAS, City Council created Capital Improvement Project (CIP) GG 12-14 Solar Energy Project Phase 1 and CIP GG 19-10 Solar Energy Project Phase 2 to fulfill a long-standing City goal to conserve energy and produce future cost savings for the City's general fund and utility ratepayers; and

WHEREAS, Council has accepted Phase 1 Solar Energy Project (CIP GG 12-14), which included installation of solar power systems at the City Corp Yard/Water Treatment Plant and the South Harlan Road Storm Drain Basin; and

WHEREAS, Construction of the Phase 2 Solar Energy Project (CIP GG 19-10) includes the installation of solar power systems at City Hall and the South Harlan Road Storm Drain Basin is scheduled to begin July 2019; and

WHEREAS, staff has reviewed the performance of the solar equipment (assets) constructed as part of Phase 1 and concluded that an asset management services agreement would allow for increased cost savings; and

WHEREAS, TerraVerde provided a proposal for a five-year asset management services agreement for Phase 1 and Phase 2 solar improvements in the amount of \$36,300 for the first year with an annual 3% escalator; and

WHEREAS, the fee for Phase 2 assets will only start when the system is found to be complete and operational per contract documents and will be prorated for the remainder of the contract; and

WHEREAS, sufficient funds have been included in the proposed Fiscal Year (FY) 19/20 Budget; however, a budget amendment is required from the General Fund Reserves for an additional amount of \$37,389 in order to cover cost of the second year (FY 20/21) of the asset management services agreement is requested as follows:

<u>Increase Appropriation</u>	
1010-50-05-420-01-00	\$37,389

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve a professional consulting services agreement with TerraVerde for asset management services and related budget amendment associated with CIP GG 19-10.

The foregoing resolution was passed and adopted this 10th day of June 2019, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney



ASSET MANAGEMENT SERVICES AGREEMENT

This Asset Management Services Agreement (“Agreement”) is entered into as of this 10th day of June, 2019 (the “Effective Date”), by and between **City of Lathrop**, hereinafter referred to as (“**System Host**”) and **TerraVerde Energy, LLC**, hereinafter referred to as (“**Service Provider**”).

WHEREAS, Service Provider is in the business of providing asset management services for solar photovoltaic systems;

WHEREAS, System Host desires to retain the Service Provider to provide the asset management services described herein for System Host’s Solar Photovoltaic System (“System”), located at the site(s) described in Appendix 1.

NOW THEREFORE, the Parties enter into this Asset Management Agreement under the terms and conditions set forth below:

1. Term and Payment

This Agreement takes effect on the Effective Date and will continue in effect for five (5) years, with the System Owner option to opt out annually. For the services provided by Service Provider under this Agreement, System Host agrees to pay Service Provider an annual sum of \$36,300 (the “Annual Fee”), which shall increase annually by 3%.

Service Provider shall invoice System Host in the amount of the Annual Fee on or about the Effective Date and each anniversary thereof. Payment to Service Provider is due net 30 days from receipt of invoice.

2. Scope of Work

System Provider shall provide the services described in Appendix 2 (the “Scope of Work”). The System Host shall perform the responsibilities described in Appendix 3 (the “System Host Responsibilities”).

3. Third Party Providers

Service Provider may engage third party resource providers (“third party providers”) as it deems advisable for the purpose of performing or carrying out any of its obligations under this Agreement. No such engagement shall relieve Service Provider of any of its obligations or liabilities under this Agreement. The use of any third party provider shall not result in an increase in the Annual Fee, unless the services provided exceed the Scope of Work and the System Host agrees to reimburse Service Provider for charges prior to any charges being incurred.

TerraVerde

E N E R G Y

4. Additional Services

System Host may request services from Service Provider not included in the Scope of Work by submitting to Service Provider a Work Order Request Form in substantially the form of Appendix 4. If Service Provider agrees to perform such services, it shall respond to the Work Order Request Form in writing. Charges for any additional work requested by System Host and not specified in the Scope of Work will be invoiced to System Host by Service Provider at \$150.00 per hour.

5. Use of Data

System Host is the owner of all system performance data produced by the System's data acquisition system. As part of the services performed hereunder, Service Provider shall collect and analyze such data on behalf of System Host.

6. Limitation of Liability

The liability of each party arising out of or related to the terms of this agreement shall be limited to direct, actual damages only and all other damages and remedies are waived. In no event shall either party be liable to the other party for consequential, special, incidental, punitive, exemplary or indirect damages, lost profits or business interruption damages, whether by statute, in tort, contract or otherwise.

Without limiting the generality of the foregoing, System Host acknowledges and agrees that, except in case of Service Provider's gross negligence or willful misconduct, Service Provider's total liability for any claims made hereunder shall not exceed the amount of the Annual Fees paid by System Host to TerraVerde; provided, however, that this sentence shall not apply to any damages or liabilities (including death or bodily injury or damage to real or tangible personal property) to the extent covered by TerraVerde's insurance..

7. Force Majeure

Notwithstanding any other provision of this Agreement, each party's obligations under this Agreement shall be suspended by any Force Majeure if and to the extent that such party is prevented or delayed from performing by reason of the Force Majeure; provided, however, that (a) the suspension of performance shall be of no greater scope and of no longer duration than is necessarily caused by the Force Majeure and required by any remedial measures, (b) no obligations of any party that arose before the occurrence of such causes shall be excused as the result of the occurrence, and (c) each party shall use commercially reasonable efforts to remedy its inability to perform; and provided, further, that no Force Majeure shall excuse any payment obligations of any party otherwise due hereunder. Each party shall notify the other as to the occurrence and resolution of any force majeure event.

"Force Majeure" means any occurrence that was not anticipated as of the Effective Date that: (a) in whole or in part: (i) delays a party's performance under this Agreement; (ii) causes a

TerraVerde

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party to be unable to perform its obligations; or (iii) prevents a party from complying with or satisfying the conditions of this Agreement; (b) is not within the control of that party; and (c) the party has been unable to overcome by the exercise of due diligence. “Force Majeure” includes an act of God, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, terrorism, sabotage, strike or labor dispute, or actions or inactions of any governmental authority.

8. Limited Warranty

Service Provider warrants that services provided pursuant to this Agreement shall be performed in a reasonable and workmanlike manner. Service Provider further warrants that any services provided hereunder shall be performed in accordance with prudent industry practices, all applicable laws and regulations, specifications and processes recommended by the equipment manufacturers. Service Provider shall not take any actions that would void or impair any other warranty covering the System.

WARRANTY DISCLAIMER. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION OF THE SERVICES PROVIDED ON THE FACE OF THIS AGREEMENT. SERVICE PROVIDER DISCLAIMS ANY AND ALL WARRANTIES OF ANY OTHER KIND, INCLUDING ANY EXPRESS WARRANTY AND ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITATION OF THE FOREGOING, SYSTEM PROVIDER EXPRESSLY DISCLAIMS ANY IMPLIED OR EXPRESS WARRANTY AS TO ANY PARTICULAR LEVEL OF SYSTEM PRODUCTION OR FINANCIAL BENEFIT TO SYSTEM HOST.

9. Indemnification

Subject to the other terms and limitations in this Agreement, Service Provider shall defend, indemnify and hold harmless System Host and its Governing Board, members of its Governing Board, directors, officers, agents, employees, successors and assigns (collectively, the “System Host Indemnified Persons”) from and against any personal injury or property damage losses incurred by any System Host Indemnified Person as a result of, arising out of, relating to, or in the nature of injury or death to any person, or loss of or damage to, or loss of use of property of third parties, to the extent caused by the gross negligence or willful misconduct of Service Provider, except to the extent that such damage or loss was caused by the negligence or willful misconduct of any of the System Host Indemnified Parties. It is a condition to TerraVerde’s obligations under this Section 11 that System Host provide timely notice of any third party claim with respect to which TerraVerde may have liability under this Section 11. TerraVerde shall have the right to assume control of the defense of any such third party claims. TerraVerde shall have the right to settle or compromise any such claims provided that TerraVerde has received System Host’s written consent, which consent shall not be unreasonably withheld or delayed. If TerraVerde has assumed such defense, System Host may participate in such defense at its sole cost and expense, and TerraVerde shall not be obligated to pay for the legal fees of any counsel other than its own, unless representation of Client and TerraVerde by the same counsel would, in the opinion of that counsel, constitute a conflict of interest.

10. Insurance

Service Provider shall obtain and maintain in force during the term of this Agreement comprehensive general liability insurance against all claims of bodily injury, death, or property damage with coverage at least equivalent to a combined single limit of \$1,000,000 each occurrence and \$2,000,000 aggregate; and automobile liability insurance, if applicable, with coverage at least equivalent to \$1,000,000 each accident, \$1,000,000 each occurrence.

11. Termination

(a) Either party may terminate this Agreement due to the other party's material breach of this Agreement or material failure to perform any obligation set forth herein. The party seeking to terminate this Agreement due to the other party's breach of this Agreement shall give the breaching party written notice of intent to terminate, and the breaching party shall have ten (20) days from the date of the notice to cure such breach and, if the breach is not cured within such time, the Agreement shall terminate on the date specified in the notice of termination.

(b) Either party may terminate this Agreement for the convenience of such party by delivering written notice of intent to terminate to the other party at least thirty (30) days in advance of the date of termination specified in the notice of termination.

12. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAW OF THE STATE CALIFORNIA WITHOUT REFERENCE TO CONFLICT OF LAW RULES THEREOF. Any action to enforce the terms of this Agreement shall be brought in the appropriate court having jurisdiction over matters arising in Marin County, California.

13. Waiver, Severability

Any failure on the part of a party to insist upon the performance of this Agreement or any part thereof shall not constitute a waiver of any right under this Agreement. No waiver of any provision of this Agreement shall be effective unless in writing and executed by the party waiving the right. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason or to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the fullest extent permitted by law.

TerraVerde

ENERGY

14. Notices

Any notice required or permitted to be given in writing under this Agreement shall be mailed by certified mail, postage prepaid, return receipt requested, or sent by overnight air courier service, or personally delivered to a representative of the receiving party, or sent by email or facsimile (provided an identical notice is also sent simultaneously by mail, overnight courier, or personal delivery as otherwise provided in this Section. All such communications shall be mailed, sent or delivered, addressed to the party for whom it is intended, at its address set forth below:

If to System Host:
City of Lathrop
390 Towne Centre Dr.
Lathrop, CA 95330
Attn: Ken Reed
kreed@ci.lathrop.ca.us

If to Service Provider:
TerraVerde Energy, LLC
1100 Larkspur Landing Circle, Ste 275
Larkspur, CA 94939
Attn: Asset Management
assetmanagement@terraverde.energy

15. Binding Effect, Assignment

This Agreement and its rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the parties hereto, together with their respective successors and permitted assigns. Neither party shall have the right to assign any of its rights, duties or obligations under this Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed; provided however, that both parties shall have the right to assign or otherwise transfer this Agreement to any parent, subsidiary, affiliated entity or pursuant to any merger, consolidation or reorganization, provided that all such assignees and transferees agree in writing to be bound by the terms of this Agreement prior to such assignment or transfer.

16. Entire Agreement, Counterparts

This Agreement contains the entire agreement between the parties concerning the subject matter hereof and supersedes all prior written or oral agreements between said parties with respect to said subject matter. No modification to the terms and conditions of this Agreement shall be binding on the parties unless approved by a signed writing by the parties hereto. In the event of a conflict between this Agreement and any other writing between the parties, the terms and conditions of this Agreement shall control. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

TerraVerde

ENERGY

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

SERVICE PROVIDER: TerraVerde Energy, LLC.

Name: Rick Brown, PhD
Title: President


Service Provider Signature: _____ **Date:** _____

SYSTEM HOST: City of Lathrop

Name:
Title:

System Host Signature: _____ **Date:** _____

Approved as to Form: City of Lathrop
City Attorney



Salvador Navarrete

Date: 6-3-19

Appendix 1
System Host's Solar Photovoltaic System ("System")

Site Name	Address	kW-DC
Louise Ave WTP - Phase I	2112 E. Louise Avenue, Lathrop, CA	319
Christopher Way WTP - Phase I	18500 Harlan Road, Lathrop, CA	411
City Hall - Phase II	390 Towne Centre Dr, Lathrop, CA	204
Community Center - Phase II	15557 5th St, Lathrop, CA	110
Christopher Way WTP - Phase II	18500 Harlan Road, Lathrop, CA	1104

Appendix 2 Scope of Work

- 1- Prepare the Facility Operations Plan, which shall include the following information:
 - a. Description of each Solar Photovoltaic (PV) system
 - b. Equipment & manufacturer lists
 - c. Site plans/as-built drawings
 - d. Installers Operations and Maintenance (O&M) manual reference guide
 - e. Roles and responsibilities of stakeholders
 - f. Performance Monitoring & Reporting System guide
 - g. Emergency shutdown/restart procedures
 - h. Emergency contact list / location of keys
 - i. Insurance coverage and claim procedure

- 2- Monitor system performance:
 - a. Validate actual production vs. expected production

- 3- PPA Compliance:
 - a. Assess system alerts and contact PPA Provider if necessary
 - b. Validate PPA billing accuracy
 - c. Track solar production against production guarantee

- 4- Prepare Quarterly Reports, including the following information:
 - a. Actual vs. Expected Energy Production (per system & portfolio)
 - b. Actual vs. Expected Energy Usage (per site & portfolio)
 - c. Log of issues & actions taken

- 5- Prepare Annual Savings Report, including the following information:
 - a. Actual vs. Expected Financial Performance including
 - i. Avoided Energy Costs
 - ii. PPA Payments
 - iii. Net Benefits
 - b. Actual vs. Expected Energy Production (per system & portfolio)
 - c. Actual vs. Expected Energy Usage (per site & portfolio)
 - d. Performance Guarantee tracking
 - e. Log of issues & actions taken

Appendix 3 System Host Responsibilities

- 1- Actively manage electricity usage at System Host's facilities within the baseline used for sizing of Solar PV Systems
- 2- Provide access to Electric Utility Bills & Data and all PPA bills to Service Provider
- 3- Supervise PPA Provider and its third party providers, agents and employees while services are performed at System Host's site(s)



Appendix 4
Work Order Request Form

FROM [Name]
[Company Name]
[Street Address]
[City, ST ZIP Code]
[Phone]

The following number must appear
on all related correspondence,
shipping papers, and invoices:

W.O. NUMBER: [#####]

DATE	REQUESTED BY	INVOICE # FOR BILL	TERMS
------	--------------	--------------------	-------

STATUS	DESCRIPTION	HOURS	RATE	AMOUNT
<input type="checkbox"/> Critical <input type="checkbox"/> Non-Critical				
<input type="checkbox"/> Critical <input type="checkbox"/> Non-Critical				
<input type="checkbox"/> Critical <input type="checkbox"/> Non-Critical				
<input type="checkbox"/> Critical <input type="checkbox"/> Non-Critical				
<input type="checkbox"/> Critical <input type="checkbox"/> Non-Critical				

Subtotal

Sales Tax

Other

TOTAL

SEND ALL CORRESPONDENCE TO:
ASSET MANAGEMENT ENGINEER
TERRAVERDE ENERGY, LLC

ASSETMANAGEMENT@TERRAVERDE.ENERGY
1100 LARKSPUR LANDING CIRCLE, SUITE 275
LARKSPUR, CA, 94939

AUTHORIZED BY

DATE

TerraVerde

ENERGY

ASSET MANAGEMENT SERVICES



prepared for

City of Lathrop

Ken Reed, Senior Construction Manager

presented by

TerraVerde Energy

David Burdick

VP Asset Management

david@terraverde.energy | 415.272.1014

INTRODUCTION

In an effort to increase their sustainability and reduce their operational expenses, the City of Lathrop has deployed 730 kW of solar (PV) under Power Purchase Agreements (PPA) with NRG and is currently in the process of deploying an additional 1,418 kW of solar under PPAs with GE Solar. While these systems have the potential to provide incredible benefits to the City, there are also significant risks associated with these systems.

ENERGY SYSTEM RISKS

Risk 1: Outages & Underperformance

In a study of 350 commercial scale solar energy facilities, over the course of 26 months, these systems experienced over 3,500 performance impacting events. **Based on these findings, the average commercial scale solar facility should experience between 4-5 performance impacting events annually.** And energy system issues are silent killers. By that we mean that these outages and performance impacting events are difficult to detect. When your IT systems experience issues, it is apparent. When your climate control systems experience issues, it is apparent. However, when these solar systems experience issues, it is very **easy for them to go unnoticed, exposing the City to the risk of substantial increase in energy costs.**

Risk 2: Power Provider Performance

The City of Lathrop, like many cities in California, have deployed their projects under Power Purchase Agreements. Under these third-party ownership agreements, a Power Provider installs and operates these systems, and the City pays the Power Provider for their performance (solar energy production). This deployment strategy comes with the benefits of bringing no up-front costs to the City and shifting the operations & maintenance responsibilities to the Power Provider. However, there are two commonly unexamined assumptions related to this deployment model. The first unexamined is: "since Power Providers are only paid when the systems are performing, they are equally incentivized to see these systems perform well". However, in reality, **Power Providers carry less risk from performance shortfalls than cities.** A shortfall in performance will represent a substantial increase in energy costs for the City, while that same shortfall will be a far less significant in terms of the Power Provider's expected revenues. Unfortunately, we are seeing a significant trend in poor operational follow-through from several of the power providers operating in California including: delays in washing or failure to wash these systems, sluggish response to corrective maintenance items; leading to significant power underperformance. The second unexamined assumption is: "we have a performance guarantee, so we will be compensated for any shortfalls". However, **typical performance guarantees fall well short of making cities whole.** Typical performance guarantees are set at less than 100% of expected output (typically between from 80 – 95%), are weather adjusted (which can be difficult to audit), have a multi-year true-up period (typically 2-5 years), and are set at a fraction of the PPA rate. Bottom line, Power Provider performance has a direct financial impact on the City.

Risk 3: Lack of Financial Transparency

Due to the complexities of utility solar billing & energy analysis, it is challenging for cities to accurately assess the financial benefit they are receiving from their solar energy systems, and to forecast what their energy expenses will be in the future. After deploying behind-the-meter solar your solar energy systems' performance, changes in energy usage patterns, and shifting utility rate structures (with seasonal & time-of-use rate variations) all factor into your historical and future electricity costs.

TERRAVERDE'S ENERGY SYSTEMS ASSET MANAGEMENT PROGRAM

TerraVerde Energy is an independent energy advisory firm that provides feasibility analysis, project development, and asset management services for solar, battery, and energy efficiency projects. Over the past 10 years we have developed \$400 Million in energy projects, including, 80 MWs of solar, 13 MWs of energy storage, and energy conservation measures in over 300 buildings. TerraVerde is currently funded by the California Energy Commission and National Renewable Energy Laboratory on the development of software tools and programs to support the implementation and management of solar, storage, EVs and other distributed energy resources.

Our Asset Management Team manages a portfolio of hundreds of solar and battery systems, for clients such as:

- The City of Woodland
- Visalia Unified School District
- Monterey Peninsula Unified School District

...maximizing their environmental and financial benefits. Our group of experienced technicians monitor, maintain, analyze and report on these systems to mitigate risk, optimize performance, drive down maintenance costs, and capitalize on revenue opportunities, yielding the maximum financial benefit of these systems for our clients.

We have created a "Utility Billing Engine" that enables us to re-produce each line item of what our clients' electric utility bills would have been for a given period, had their energy systems not been deployed. This enables us to answer with utility billing accuracy how much our clients are *actually* saving from their energy systems in avoided electric utility costs. By using this Utility Billing Engine, combined with our expertise in solar, energy storage and energy markets, our team empowers our clients with regular detailed financial reports, providing insights into real cost savings, along with visibility into the revenues and expenses that were generated from the systems. We also partner with our clients in **presenting these findings to staff & councils.**

Bottom line...

TerraVerde has the tools & expertise to measure the true financial performance of these systems.
And we have the team & program that will deliver the strongest financial performance from these systems.

PROPOSED BENEFITS & SERVICES

TerraVerde proposes to provide the following benefits & services for the City of Lathrop:

1. **Energy & Power Provider Performance Optimization**
 - a. Daily active monitoring – including comparative analysis of actual vs. weather adjusted performance expectations, ensuring early detection & appropriate response to performance issues
 - b. Creation & maintenance of a Facility Operation Plan – creating a data room with all current, relevant, source of truth documentation for these energy systems including: contracts, contacts, drawings, and emergency procedures
 - c. Enforcing Power Provider maintenance obligations – including system washing, corrective maintenance, & preventive maintenance
 - d. Power Provider billing validation – on a quarterly basis our team will review and assess for accuracy
 - e. Power Provider performance guarantee tracking & enforcement

2. **Detailed Energy Performance Analysis & Financial Reporting**
 - a. Quarterly analysis & reporting of
 - i. actual vs. weather adjusted solar energy production (portfolio wide & by site)
 - ii. actual vs. expected energy usage (portfolio wide & by site)
 - iii. maintenance activities throughout the portfolio
 - b. Annual analysis & reporting of
 - i. actual vs. expected avoided electric utility costs (using our Utility Billing Engine)
 - ii. actual vs. expected expenses (power provider bills, management costs)
 - iii. actual vs. expected savings
 - iv. actual vs. weather adjusted solar energy production (portfolio wide & by site)
 - v. actual vs. expected energy usage (portfolio wide & by site)
 - vi. performance guarantee accounting

PRICE & TERMS

Price	Annual Service Fee - Phase I: \$13,000 Annual Service Fee - Phase II: \$23,300 <i>(note: this pricing includes a 15% discount off of the pricing that was included in the pro forma for the Phase II Systems)</i>
Terms	5-year agreement Annual opt-out option 3.0% annual fee escalator

CASE STUDIES IN TERRAVERDE'S ASSET MANAGEMENT SERVICES

Active Continuous Monitoring Results in 15% Increase in Uptime

One of our clients installed 20+ solar PV systems utilizing 40+ inverters. Through our investigative approach to system monitoring, we were able to determine that many of the inverters were temporarily shutting down with the same internal error code. A further investigation determined that the inverters were overly sensitive to changes in current during morning start up. We worked with the inverter manufacturer to proactively upgrade the firmware of every inverter in the agency, and all similar models for other clients in our portfolio, even those that had not yet been affected. This change permanently resolved the issue, which otherwise would have reduced performance indefinitely.

Detailed Data Analysis Earns Solar Owner \$60,000

Another client experienced an inverter failure caused by a power surge from the utility. While the inverter protected the solar panels from any damage, the utility power surge caused damage to the mechanical equipment at the school. By performing analysis of the inverter data, examining the utility voltage data and supporting information we were able to pinpoint the exact time and cause of the issue. As a result, we were able to provide supporting documentation for our client's successful insurance claim, detailing the cause of and party responsible for the power surge damage. Finally, by quantifying the lost value of the production, the agency received an additional "make whole" reimbursement for \$60,000 in lost solar production.

Performance Guarantee Evaluation Uncovers Unpaid Production Shortfall Payments

TerraVerde was recently hired to review the historical performance of several solar PV systems for a California water district. Our performance review determined that one of the solar PV systems which was under contract with a 95% performance guarantee had only produced about 90% of the expected energy for two consecutive years. There had been no shortfall payments made to the District, and the PPA provider's annual performance report indicated that the system was performing above the 95% level. Upon further analysis, TerraVerde determined the Provider's assessment was based on a miscalibrated irradiance sensor at the PV system's weather station, which was understating how much sunlight the system was receiving. We recalculated the weather-adjusted expected energy per the terms of the performance guarantee using weather data from several reliable sources in the same area, all of which revealed that the District was owed approximately \$30,000 in shortfall energy production payments.

CITY OF LATHROP'S SOLAR PORTFOLIO

Systems 5
kW 2,148

Site Name	Address	PV kW
Louise Ave WTP - Phase I	2112 E. Louise Avenue, Lathrop, CA	319
Christopher Way WTP - Phase I	18500 Harlan Road, Lathrop, CA	411
City Hall - Phase II	390 Towne Centre Dr, Lathrop, CA	204
Community Center - Phase II	15557 5th St, Lathrop, CA	110
Christopher Way WTP - Phase II	18500 Harlan Road, Lathrop, CA	1104

**CITY MANAGER'S REPORT
JUNE 10, 2019 CITY COUNCIL REGULAR MEETING**

ITEM: **APPROVE TASK ORDER NO. 14 WITH 4LEAF, INC., FOR INTERIM CHIEF BUILDING OFFICIAL PROFESSIONAL CONSULTING SERVICES**

RECOMMENDATION: **Adopt Resolution Approving Task Order No. 14 Pursuant to Master Professional Services Consulting Agreement dated September 21, 2015, with 4Leaf, Inc., to provide Interim Chief Building Official Professional Consulting Services, and Approve Related Budget Amendment**

SUMMARY:

On September 21, 2015, City Council approved a Master Professional Services Consulting Agreement for various professional services in the Building Division. On May 13, 2019, City Council approved an extension to the Master Professional Services Consulting Agreement through June 30, 2021. A series of various task orders have been previously approved to provide various professional services within the Building Division, such as professional building inspection, plan checking, and staff augmentation services.

Since the resignation of the Chief Building Official in the latter part of 2017, the position has been filled with an Interim Chief Building Official pursuant to the city's agreement with 4Leaf, Inc. The current task order for these services (Task Order 9) is set to expire on June 30, 2019.

Tonight, staff is requesting City Council approval of Task Order No. 14 with 4Leaf, Inc., to provide continued professional consultant services in the capacity of an Interim Chief Building Official, while the city continues to recruit for a full-time Chief Building Official. The city will utilize salary savings from the vacant position to offset the cost of this agreement.

BACKGROUND:

The Chief Building Official position oversees the day-to-day functions of the Building Division. The external recruiting environment for this position is very competitive and it has become more and more difficult to find a fully qualified and certified candidate. Considering the current residential, commercial, and industrial development projects taking place within the city, it is necessary to utilize the services of a professional consultant for this position on an interim basis while recruiting.

CITY MANAGER'S REPORT **PAGE 2**
JUNE 10, 2019 CITY COUNCIL REGULAR MEETING
APPROVE TASK ORDER NO. 14 WITH 4LEAF, INC. FOR INTERIM CHIEF
BUILDING OFFICIAL CONSULTANT SERVICES

Below is a summary table of previously approved task orders to date:

Task Order No.	Date Approved	Work Scope Description
1	09/21/15	Staff Augmentation
2	09/21/15	Plan Check Services
3	07/18/16	Plan Check Services
4	10/17/16	Plan Check Services
5	12/05/16	Inspection Services
6	06/19/17	Plan Check Services
7	06/19/17	Inspection Services
8	01/29/18	Chief Building Official
9	06/11/18	Chief Building Official
10	06/21/18	Inspection Services
11	10/08/18	Plan Check Services
12	05/13/19	Inspection Services
13	05/13/19	Staff Augmentation Services

REASON FOR RECOMMENDATION:

River Islands is about to begin Phase 2 of their development project, Central Lathrop is currently grading and preparing for construction, along the ongoing construction in South Lathrop, the City requires contracting professional personnel services in the Building Division in order to keep pace with ongoing development.

FISCAL IMPACT:

The cost of the agreement is not to exceed \$270,400 and will be paid on a time and material basis. In anticipation of the new continued Interim Chief Building Official professional services, the pending FY 2019/20 budget approval includes an estimated \$189,000 for Task Order 14 for the upcoming fiscal year. The remaining portion is being requested here in the form of the following budget adjustment. Both budget requests will be paid by funds allocated in the Building Division professional services, building permits fees collected, and personnel services account (salary savings).

Decrease Revenue/ 2015-5030-323-0100	\$81,400
Increase Expenditures / 2015-5030-420-0100	\$81,400

ATTACHMENTS:

- A. Resolution Approving Task Order No. 14 Pursuant to Master Consulting Agreement dated September 21, 2015 with 4leaf, Inc. to Provide Interim Chief Building Official Consultant Services
- B. Task Order No. 14 Pursuant to Master Consulting Agreement dated September 21, 2015 with 4leaf, Inc. to Provide Interim Chief Building Official Consultant Services

CITY MANAGER'S REPORT
JUNE 10, 2019 CITY COUNCIL REGULAR MEETING
APPROVE TASK ORDER NO. 14 WITH 4LEAF, INC. FOR INTERIM CHIEF
BUILDING OFFICIAL CONSULTANT SERVICES


APPROVALS:



Michael King
Assistant Public Works Director

6-3-19


Date



Cari James
Director of Finance &
Administrative Services

6/3/19


Date



Salvador Navarrete
City Attorney

6-3-19

Date



Stephen J. Salvatore
City Manager

6-5-19

Date

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING TASK ORDER NO. 14 PURSUANT TO MASTER PROFESSIONAL SERVICES CONSULTING AGREEMENT DATED SEPTEMBER 21, 2015 WITH 4LEAF, INC., TO PROVIDE INTERIM CHIEF BUILDING OFFICIAL PROFESSIONAL CONSULTING SERVICES, AND APPROVE RELATED BUDGET AMENDMENT

WHEREAS, since the resignation of the Chief Building Official in the latter part of 2017, the position has been filled with an Interim Chief Building Official pursuant to the city's agreement with 4Leaf, Inc.: and

WHEREAS, City Council approved a Master Agreement with 4Leaf, Inc. for professional services on September 21, 2015, and a recent amendment extending the expiration date through June 30, 2021; and

WHEREAS, the current task order for Interim Chief Building Official professional services (Task Order 9) is set to expire on June 30, 2019; and

WHEREAS, the city requires contracting professional personnel services in the Building Division in order to keep pace with ongoing development;

WHEREAS, 4Leaf, Inc. has provided the qualified and certified staff necessary to provide Interim Chief Building Official professional services in the Building Division; and

WHEREAS, the cost of the agreement is not to exceed \$270,400 and will be paid and will be paid on a time and material basis; and

WHEREAS, in anticipation of the new continued Interim Chief Building Official professional services, the pending FY 2019/20 budget approval includes an estimated \$189,000 for Task Order 14 for the upcoming fiscal year; and

WHEREAS, the remaining portion is being requested by means of this resolution, with the following budget adjustment; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve Task Order No. 14 for Interim Chief Building Official Professional Consulting Services with 4Leaf, Inc.

FURTHER BE IT RESOLVED, that the City Council hereby approve the following budget amendment:

Decrease Revenue/ 2015-5030-323-0100	\$81,400
Increase Expenditures / 2015-5030-420-0100	\$81,400

The foregoing resolution was passed and adopted this 10th day of June 2019, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CITY OF LATHROP

TASK ORDER NO. 14 PURSUANT TO THE MASTER PROFESSIONAL CONSULTING SERVICES AGREEMENT DATED SEPTEMBER 21, 2015 WITH 4LEAF, INC., TO PROVIDE INTERIM CHIEF BUILDING OFFICIAL PROFESSIONAL CONSULTING SERVICES

THIS TASK ORDER NO. 14 dated for convenience this **10th day of June 2019** is by and made and entered into by and between **4LEAF, Inc.** ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, on September 21, 2015, CONSULTANT entered into a Master Agreement with the CITY, and parties approved an extension of the term to June 30, 2021 pursuant to an Amendment No. 2 to the Master Agreement dated May 13, 2019 ("AGREEMENT") by which the CONSULTANT has agreed to provide Interim Chief Building Official Consultant Services; and

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Interim Chief Building Official Consultant 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 Interim Chief Building Official Consultant Services, as hereinafter defined, on the following terms and conditions;

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

AGREEMENT

(1) **Incorporation Of Master Agreement**

This Task Order 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 Interim Chief Building Official Consultant Services in accordance with the scope of work and fee proposal provided in **Exhibit "A"** to this Task Order. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to the CITY'S satisfaction.

CITY OF LATHROP – TASK ORDER NO. 14 WITH 4LEAF INC. FOR INTERIM CHIEF BUILDING OFFICIAL PROFESSIONAL CONSULTING SERVICES

(3) **Effective Date and Term**

The effective date of this **Task Order No. 14** is **June 10, 2019**, and it shall terminate no later than **June 30, 2020**.

(4) **Compensation**

CITY hereby agrees to pay CONSULTANT hourly rates and other charges detailed in **Exhibit “A”** up to a total sum not to exceed **\$270,400** for the Interim Chief Building Official Consultant Services. CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 in the Master Consulting Agreement Dated September 21, 2015.

(5) **Maximum Hours**

The maximum number of hours by any single 4Leaf employee, who is a CalPERS retired annuitant, pursuant to this agreement shall not exceed 960 hours during the fiscal year. All hours worked will be reported to CalPERS as required. CONSULTANT will provide required reporting information.

(6) **Notice to Proceed**

Prior to commencing work under this agreement, CONSULTANT shall receive a written “Notice to Proceed” from CITY. A Notice to Proceed shall not be issued until all necessary insurance have been received. City shall not be obligated to pay CONSULTANT for any services rendered prior to issuance of the Notice to Proceed.

(7) **Independent Contractor Status**

It is expressly understood and agreed by both parties that CONSULTANT, while engaged in carrying out and complying with any terms and conditions of this agreement, is an independent contractor and not an employee of the CITY. As an independent contractor, CONSULTANT is responsible for controlling the means and methods to complete the scope of work described in this **Task Order No. 14** 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.

(8) **Consultant to Advise City of Any Potential Conflict of Interest**

CONSULTANT agrees not to assign personnel to work in direct conflict with the work performed to CITY and advise CITY of any potential conflict immediately upon discovery of such potential or actual conflict of interest.

CITY OF LATHROP – TASK ORDER NO. 14 WITH 4LEAF INC. FOR INTERIM CHIEF BUILDING OFFICIAL PROFESSIONAL CONSULTING SERVICES

(9) **Consultant to Provide Personnel with the Tools for Providing Services Rendered Pursuant to This Agreement**

Parties agree that CONSULTANT shall supply tools to personnel for providing the services rendered pursuant to this Agreement. For example, CONSULTANT shall maintain an office for assigned personnel outside of City Hall.

Provided, however, since CITY has several empty offices and cubicle spaces, excess cell phones, excess computers, and excess tablets, CONSULTANT personnel may be allowed by CITY to temporarily use some of CITY office resources. CONSULTANT expressly agrees that CONSULTANT personnel's use of any such City resources shall not exonerate Consultant from purchasing and paying for any tools necessary for Consultant to provide services to CITY under this Agreement. CONSULTANT further agrees that CONSULTANT shall not claim that any use by CONSULTANT's personnel of CITY resources should be considered evidence that CONSULTANT's personnel is an employee during the term of this Agreement instead of an employee of CONSULTANT.

(10) **Staff Direction**

CONSULTANT will not supervise CITY staff but will provide professional direction in their daily responsibilities based on building code standards.

(11) **Training**

CONSULTANT shall be trained on any specialty area they are providing professional consulting services to the City. CITY will not provide or pay for CONSULTANT training.

(12) **Signatures**

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

CITY OF LATHROP – TASK ORDER NO. 14 WITH 4LEAF INC. FOR INTERIM CHIEF BUILDING OFFICIAL PROFESSIONAL CONSULTING SERVICES

Approved as to Form: City of Lathrop
City Attorney

Salvador Navarrete Date

Recommended for Approval: City of Lathrop
Assistant Public Works Director

Michael King Date

Approved by:
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore Date
City Manager

CONSULTANT:
4 Leaf Inc.
2126 Rheem Drive, Suite A
Pleasanton, CA 94588
Fed ID # 94-3393574
Bus License # 20088

Signature Date

Kevin J. Duggan, President
(Print Name and title)

**SCOPE OF WORK
Building Division Professional Services
Interim Chief Building Official**

CONSULTANT agrees to provide qualified personnel that will provide CITY management and staff with professional direction in the course of daily activities and special needs. The following Scope of Work describes the work that will be completed to ensure that the Lathrop Municipal Code (LMC) and industry Building Codes are properly enforced with uniformity, equity and safety:

- Provides interpretation and decisions on applicable codes, rules, regulations and technical problems of enforcement;
- Provides professional direction to assist City staff in developing and implementing programs and procedures within the scope of the Building Division responsibilities;
- Provides technical and professional advice to staff in the course of their daily activities;
- Recommends, drafts, prepares and coordinates reports and presentations on current building issues for the City Manager to present to the City Council, community groups and regulatory agencies which are based on professional opinion and legal compliance;
- Makes recommendations to the City Manager on adopting new ordinances and processes for Building and Code Enforcement;
- Reviews and approves building plans and permits to ensure compliance with LMC and building codes;
- Prepares and maintains statistics and reports on construction activity for reporting to the City Manager;
- Monitors and keeps staff informed of current trends in the field of building inspection and code enforcement, including legislation, court rulings and professional practices and techniques; evaluates their impact and recommends policy and procedural modifications accordingly;
- Accompanies staff when conducting field inspections of complex building construction, plumbing and electrical installations to provide professional interpretation and ensure enforcement of LMC and building codes;
- Provides professional oversight with programs related to structural abatement, nuisance abatement, and abandoned vehicles;
- Responds to the most complex and difficult inquiries and requests for information;
- Provides staff professional direction in resolving service issues and complaints, or ay intervene on behalf of the City.



2018-20 FEE SCHEDULE & BASIS OF CHARGES

For the City of Lathrop

All Rates are Subject to Basis of Charges

Plan Check Service	Fee for 1 st Review and two (2) subsequent rechecks	Hourly rate for onsite and/or greater than 3 reviews offsite (with authorization from Director):
Life Health Safety, Structural, ADA Requirements and Title 24 Energy Requirements Plan Checks	70% of City fee	\$125/hour structural \$90/hour non-structural
Plumbing/Mechanical/Electrical Only Plan Checks	40% of City fee	\$90/hour non-structural
Structural Only Plan Checks	40% of City fee	\$125/hour structural

Additional Building Department Services

Senior Combination Building Inspector	\$95/hour
Commercial Building Inspector	\$90/hour
Residential Building Inspector	\$80/hour
Training Building Inspector	\$60/hour
Code Enforcement	\$85/hour
Senior Permit Technician	\$65/hour
Permit Technician	\$60/hour
On-Site Plan Review Engineer.....	\$120/hour
On-Site Non-Structural Plans Examiner	\$90/hour
Fire Review	\$155/hour
Inspector of Record (Including DSA or OSHPD)	\$135/hour
Public Works Inspector	\$145/hour
Interim Chief Building Official.....	\$130/hour
CASp Inspection	\$155/hour
Off-Site Project Manager	\$160/hour
Principal-in-Charge	\$185/hour
Hourly overtime charge per inspector.....	1.5 x hourly rate
Mileage (for inspections performed within the City)	IRS Rate + 20%

BASIS OF CHARGES

- All invoicing will be submitted monthly.



4LEAF, INC.

ENGINEERING • CONSTRUCTION MANAGEMENT
BUILDING INSPECTION • PLAN CHECK

- Work is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- 4LEAF assumes that these rates reflect the 2018-2020 contract period. 3% escalation for 2020 and 2021 is negotiable per market conditions.
- Overtime and Premium time will be charged as follows:
 - *Regular time (work begun after 5AM or before 4PM)* *1 x hourly rate*
 - *Night Time (work begun after 4PM or before 5AM)* *1.125 x hourly rate*
 - *Overtime (over 8 hour M-F or Saturdays)* *1.5 x hourly rate*
 - *Overtime (over 8 hours Sat or 1st 8 hour Sun)* *2 x hourly rate*
 - *Overtime (over 8 hours Sun or Holidays)* *3 x hourly rate*
- Overtime will only be billed with prior authorization of the Chief Building Official, Public Works Director, or other responsible designated City personnel.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Mileage, driven during the course of Lathrop Inspections will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF's liability will be limited to the value of services provided.

**CITY MANAGER'S REPORT
JUNE 10, 2019, CITY COUNCIL REGULAR MEETING**

ITEM: APPROVE AGREEMENT WITH LATHROP GATEWAY 1, LLC, TO CONSTRUCT A SPRAYFIELD AND TRANSFER CORRESPONDING REAL PROPERTY IN EXCHANGE FOR ALLOCATION OF SEWER CAPACITY BY CITY

RECOMMENDATION: Adopt Resolution Approving an Agreement with Lathrop Gateway 1, LLC, to construct a Sprayfield and Transfer Corresponding Real Property in Exchange for Allocation by the City of Capacity for Treatment of Sewer and Storage and Disposal of Recycled Water

SUMMARY:

The Lathrop Gateway 1, LLC, ("Phelan") industrial development project was approved by the Lathrop Planning Commission as SPA-18-71 and SPR-18-40 on December 19, 2018 ("Phelan Project"). A Public Works condition of approval requires Phelan to secure sufficient wastewater treatment capacity at the Lathrop Consolidated Treatment Facility ("CTF") and provide for the storage and disposal of recycled water (treated sewer effluent from the CTF) consistent with the terms and conditions of a Regional Water Quality Control Board ("Regional Board") permit issued by the Regional Board to the City.

The City owns available wastewater treatment capacity at the CTF and available recycled water storage capacity, but requires spray field disposal capacity. Phelan has agreed to construct improvements that will provide the City with its needed disposal capacity, which it will convey to the City in exchange and consideration for sanitary sewer service (treatment, storage and disposal capacity) ("Sanitary Sewer Service") for the Phelan Project.

Phelan's financial responsibility for the acquisition of the Real Property and construction of the Improvements is limited to \$2,493,750. Phelan incurring the cost to acquire the Real Property and construct the Improvements is deemed full satisfaction for Phelan's obligation to satisfy the Conditions in the Will Serve Letter for the 33,250 GPD as described in this Agreement. Phelan will not be required to pay any sewer connection fees, and if the total verified construction cost is less than Phelan's Financial Obligation, then the difference will be remitted to the City within ten (10) business days of the City accepting the Improvements.

Rather than accepting funds from Phelan and then using those funds to acquire property and construct the recycled water spray field, the Agreement will directly provide the City with the improved spray field areas needed.

BACKGROUND:

The Phelan industrial development project was approved by the Lathrop Planning Commission as SPA-18-71 and SPR-18-40 on December 19, 2018 ("Phelan Project"). A City condition of approval to develop and construct this industrial project requires Phelan to secure sufficient wastewater treatment capacity at the CTF and provide for the storage and disposal of recycled water (treated sewer effluent from the CTF) consistent with the terms and conditions of a Regional Board permit issued to the City.

The City owns available wastewater treatment capacity at the CTF and available recycled water storage capacity, but requires spray field disposal capacity.

Rio Blanco Ranch, a California corporation ("Rio Blanco") and Phelan have entered into a real estate purchase and sales agreement dated September 14, 2018 which provides for Rio Blanco to sell certain real property consisting of approximately 20.042 gross acres, generally described as Assessor's Parcel Number 191-220-18 and more specifically described in the ALTA Survey in Exhibit "A" to the Agreement according to certain terms and conditions contained in the purchase and sale agreement to Phelan ("Real Property"). Phelan's improvements of the Real Property include construction of a reclaimed water disposal spray field and a 12" diameter, 3,500 linear feet recycled water force main in Dos Reis Road to reach this new spray field (collectively, the "Improvements") and subsequent dedication of the Real Property and Improvements to the City in exchange and consideration for Sanitary Sewer Service (treatment, storage and disposal capacity) for the Phelan Project. Phelan will manage construction of the Improvements, including performing due diligence, obtaining required studies, retaining consultants and engineers, obtaining all necessary permits, managing construction and providing as-built drawings of a spray field that maximizes the net area for disposal.

Phelan's financial responsibility for the acquisition of the Real Property and construction of the Improvements is limited to \$2,493,750, and Phelan incurring the cost to acquire the Real Property and construct the Improvements is deemed full satisfaction for Phelan's obligation to satisfy the Conditions in the Will Serve Letter for the 33,250 GPD as described in Exhibit "B" to the Agreement. Phelan will not be required to pay any sewer connection fees, and the difference between the total verified construction cost and Phelan's Financial Obligation will be remitted to the City within ten (10) business days of the City accepting the Improvements.

The attached Council resolution approving the Agreement includes the assignment of 33,250 GPD of Sanitary Sewer Services to Phelan for use and control. Upon acceptance of the Improvements and Real Property, the City will own the Real Property and any capacity created by the spray field constructed on that Real Property.

REASON FOR RECOMMENDATION:

The City owns available wastewater treatment capacity at the CTF and available recycled water storage capacity, but requires spray field disposal capacity. The City staff have current priority projects that would be delayed if staff took the time to locate available land, acquire property, and design and inspect construction of a spray field. It is in the City of Lathrop's best interest to accept the dedication of the Improvements upon their completion, and in return in consideration for the value of the Improvements, assign Phelan 33,250 gpd of Sewer Sanitary Service.

FISCAL IMPACT:

Phelan's financial responsibility for the acquisition of the Real Property and construction of the Improvements is limited to \$2,493,750, which is the cost of the sewer they need. The current estimate to construct the Improvements is \$2,300,000, and so the City anticipates we will receive the application areas the City needs plus \$193,750, which is the difference of the Phelan obligation minus the cost of the Improvements.


ATTACHMENTS:

- A. Resolution Approving an Agreement with Lathrop Gateway 1, LLC, to construct a Sprayfield and Transfer Corresponding Real Property in Exchange for Allocation by the City of Capacity for Treatment of Sewer and Storage and Disposal of Recycled Water
- B. Agreement with Lathrop Gateway 1, LLC, to Improve and Transfer Real Property in Exchange for Allocation by City of Capacity for Treatment of Sewer and Storage and Disposal of Recycled Water

Exhibit A: ALTA Survey
Exhibit B: Will Serve Letter
Exhibit C: Scope of Work
Exhibit D: Illustration Water Force Main Installation

**CITY MANAGER'S REPORT
JUNE 10, 2019, CITY COUNCIL REGULAR MEETING
APPROVE AGREEMENT WITH LATHROP GATEWAY 1, LLC (PHELAN)**

APPROVALS



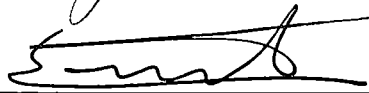
Glenn Gebhardt
City Engineer

6/3/19
Date



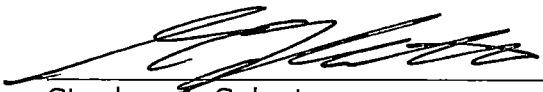
Cari James
Finance Director

6/3/19
Date



Salvador Navarrete
City Attorney

6-3-19
Date



Stephen J. Salvatore
City Manager

6.5.19
Date

RESOLUTION NO. 19-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING AN AGREEMENT WITH LATHROP GATEWAY 1, LLC, TO CONSTRUCT A SPRAYFIELD AND TRANSFER CORRESPONDING REAL PROPERTY IN EXCHANGE FOR ALLOCATION BY THE CITY OF CAPACITY

WHEREAS, on May 16, 2011, the City Council certified the Lathrop Gateway Business Park Specific Plan Environmental Impact Report; and

WHEREAS, on December 19, 2018, the City of Lathrop Planning Commission approved Resolution NO. 18-22, adopting the First Addendum to the Lathrop Gateway Business Park Specific Plan (LGBPSP) Environmental Impact Report, and approved Resolution No. 18-23 approving a Minor Specific Plan Amendment to the LGBPSP (SPA-18-71, and approved Resolution No. 18-29 approving a Site Plan Review to construct ten (10) tilt-up buildings totaling approximately 3,035,000 square feet of speculative industrial warehouse space located within the LGBPSP area within three (3) phases of development (SPR-18-40) with Consolidated Conditions of Approval dated December 19, 2018, as modified by the Planning Commission; and

WHEREAS, Public Works Condition No. 11 from the Consolidated Conditions of Approval include the requirement that: "Applicant shall purchase sufficient sewer treatment capacity in the City's Consolidate Treatment Facility ("CTF"); plus acquire and dedicate to the City sufficient land and guarantee (via bonding) construction (based on construction plans approved by the City) and permitting through the RWQCB of offsite recycled water storage and disposal improvements and recycled water transmission mains to reach these facilities prior to approval of a Parcel Map"; and

WHEREAS, the City of Lathrop owns sewer treatment capacity and recycled water storage capacity in the City's Consolidate Treatment Facility, but requires spray field disposal capacity; and

WHEREAS, the City of Lathrop staff have current priority projects that would be delayed if staff took the time to locate available land, acquire property, and design and inspect construction of a spray field; and

WHEREAS, Lathrop Gateway 1, LLC ("Phelan") has offered to locate and negotiate purchase of land, and to provide the City with its needed disposal capacity by constructing a 20-acre recycled water spray field (APN 213-310-33) and 12-inch diameter recycled water force main to reach that spray field ("Improvements"), which it will convey to the City in exchange and consideration for sanitary sewer service (treatment, storage and disposal capacity) in the CTF ("Sanitary Sewer Service") for Phelan's use and control, which Improvements shall also be full satisfaction for Phelan's obligations to satisfy conditions nos. 2, 3 and 5 in the City's Will Serve Letter dated 8/31/18 to provide the Phelan Project with Sanitary Sewer Service; and

WHEREAS, Phelan Development needs 30,228 gallons per day (gpd) of Sanitary Sewer Service for the Phelan Project; and

WHEREAS, upon completion of the Improvements and the City Council's acceptance of the Improvements, the City of Lathrop will assign 33,250 gpd of Sanitary Sewer Service to Phelan for its use and control; and

WHEREAS, it is in the City of Lathrop's best interest to accept the dedication of the Improvements upon their completion, and in return in consideration for the value of the Improvements, assign Phelan 33,250 gpd of Sewer Sanitary Service.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lathrop hereby approves the following actions:

1. Approves an Improvement Agreement with Phelan to construct the Improvements based upon plans approved by the City and inspected by the City and upon acceptance of the Improvements by the City Council, and
2. Approves the allocation of 33,250 gpd of Sanitary Sewer Service in the CTF to be assigned to Phelan for its use and control, and
3. Approves the condition that Phelan's financial responsibility for the acquisition of the real property and construction of the Improvements shall be Two Million Four Hundred and Ninety-Three Thousand Seven Hundred and Fifty Dollars (\$2,493,750) ("Phelan's Financial Obligation"). This amount equals 33,250 GPD at \$75 per GPD for a total cost of \$2,493,750. Phelan incurring the cost to acquire the Real Property and construct the Improvements is deemed full satisfaction for Phelan's obligation to satisfy the Conditions in the Will Serve Letter for the 33,250 GPD as described in this Agreement; in no event shall Phelan be required to pay any sewer connection fees. If the total verified construction cost is less than Phelan's Financial Obligation, then the difference shall be remitted to the City within ten (10) business days of the City accepting the Improvements.

The foregoing resolution was passed and adopted this 10TH day of June, 2019, 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

**AGREEMENT TO IMPROVE AND TRANSFER REAL PROPERTY IN EXCHANGE FOR
ALLOCATION BY CITY OF CAPACITY FOR TREATMENT OF SEWER AND STORAGE
AND DISPOSAL OF RECYCLED WATER**

This Agreement ("Agreement") is made this ___ day of ____ 2019 by and between Lathrop Gateway 1, LLC, a Delaware limited liability company ("Phelan") and the City of Lathrop ("City") a California general law city. The parties agree as follows:

1. Recitals.

A. The City owns available wastewater treatment capacity at the Lathrop Consolidated Treatment Facility ("CTF") and available recycled water storage capacity; however, recycled water disposal capacity is currently unavailable. As described herein, Phelan has agreed to construct improvements that will provide the City with its needed disposal capacity ("Improvements" as later defined herein), which it will convey to the City in exchange and consideration for sanitary sewer service (treatment, storage and disposal capacity) ("Sanitary Sewer Service") for the Phelan Project ("Phelan Project" hereinafter defined).

B. Phelan represents that Rio Blanco Ranch, a California corporation ("Rio Blanco") and Phelan have entered into a real estate purchase and sales agreement dated September 14, 2018 which provides for Rio Blanco to sell certain real property consisting of approximately 20.042 gross acres, generally described as Assessor's Parcel Number 191-220-18 and more specifically described in the ALTA Survey in Exhibit A which is attached hereto and incorporated herein by this reference according to certain terms and conditions contained in the purchase and sale agreement to Phelan ("Real Property").

C. Phelan intends to develop and construct an industrial development project within the City (but not on the Real Property). A condition of approval to develop and construct this industrial project requires Phelan to secure sufficient wastewater treatment capacity at the CTF and provide for the storage and disposal of recycled water (treated sewer effluent from the CTF) consistent with the terms and conditions of a Regional Water Quality Control Board ("Regional Board") permit ("Regional Board Permit") issued by the Regional Board to City. The existing Regional Board Permit anticipates the Real Property to be developed and used for a disposal spray field (Site A37, Exhibit F, Order No. R5-2015-0006).

D. Phelan's industrial development project was approved by the Lathrop Planning Commission as SPA-18-71 and SPR-18-40 on December 19, 2018 ("Phelan Project") and requires Sanitary Sewer Service to handle wastewater generation of 30,228 GPD of effluent. Phelan intends and the City agrees that

Phelan's performance pursuant to this Agreement satisfies the Sanitary Sewer Service conditions Nos. 2, 3 and 5 ("Conditions") imposed upon Phelan in the City's conditional Will Serve Letter dated 8/31/18 for the Phelan Project ("Will Serve Letter"), which is attached hereto and incorporated herein by this reference as Exhibit B, and further satisfies the following portions of Public Works condition #11 of the Amended Consolidated Conditions of Approval dated 12/19/18 for SPR-18-40 (COA #11):

11. "... Applicant shall purchase sufficient sewer treatment capacity in the City's Consolidated Treatment Facility; plus acquire and dedicate to the City sufficient land and guarantee (via bonding) construction (based on construction plans approved by the City) and permitting through the RWQCB of offsite recycled water storage and disposal improvements and recycled water transmission mains to reach these facilities prior to approval of a Parcel Map..."

E. Phelan's improvements of the Real Property with a reclaimed water disposal spray field and a 12" diameter, 3,500 linear feet recycled water force main in Dos Reis Road to reach this new spray field (collectively, the "Improvements") and subsequent dedication of the Real Property and Improvements to the City shall satisfy the Conditions set forth in the Will Serve Letter to provide the Phelan Project with Sanitary Sewer Service.

F. The Phelan Project requires 30,228 GPD of Sewer Sanitary Service, and the City shall provide Phelan a total of 33,250 GPD of Sewer Sanitary Service which will provide Phelan with additional capacity as a contingency. Phelan shall have sole discretion to allocate and assign the 33,250 GPD to the Phelan Project and other projects.

G. The City acknowledges and represents that the Improvements are consistent with the General Plan designation and the Zoning Classification.

2. Acquisition of Real Property and Construction of Improvements.

A.1. Phelan shall acquire the Real Property and immediately thereafter shall construct the Improvements in a manner consistent with this Section 2 and the Improvements Scope of Work ("Scope of Work") as illustrated in Exhibit C attached hereto and incorporated herein by this reference. Phelan shall manage construction of the Improvements, including performing due diligence, obtaining required studies, retaining consultants and engineers, obtaining all necessary permits, managing construction and providing as-built drawings of a spray field that maximizes the net area for disposal.

A.2. The contractor working on the Improvements shall be responsible for payment of prevailing wages in accordance with the provisions of Section 1770, et seq. of the Labor Code. Prevailing wage schedules for San Joaquin County are available from the Department of Industrial Relations-Division of Labor Statistics & Research via the Internet at www.dir.ca.gov; provided, however, in no event shall this Section 2.A.2. be deemed to apply to the Phelan Project.

B. Phelan and the City shall work collaboratively to approve plans for the Improvements and issue a building permit for the Improvements. A building permit for the Phelan Project is conditioned upon: a) a performance bond in the amount of one hundred and twenty percent (120%) of the engineer's estimate at the time of submittal for the Improvements which shall assure the Improvements are completed with 12 months from issuance of the bond, subject to delays caused by force majeure events, which bonds shall be released upon the City Council's acceptance of the Improvements; and b) an Offer of Dedication of the Improvements and Real Property by Phelan to the City upon completion of Improvements. The Scope of Work shall not include: a) chain link fencing; b) sod, seed or turf on any area of the spray field property; and c) in-street installation of the portion of the 12" recycled water force main that runs to the Real Property and is parallel with Dos Reis Road to avoid A/C paving cuts, backfill and/or overlays; in other words, the line is to be installed in the shoulder of Dos Reis Road, as illustrated in Exhibit D attached hereto and incorporated herein by this reference.

C.1. Phelan's financial responsibility for the acquisition of the Real Property and construction of the Improvements shall be Two Million Four Hundred and Ninety Three Thousand Seven Hundred and Fifty Dollars (\$2,493,750) ("Phelan's Financial Obligation"). Phelan incurring the cost to acquire the Real Property and construct the Improvements is deemed full satisfaction for Phelan's obligation to satisfy the Conditions in the Will Serve Letter for the 33,250 GPD as described in this Agreement; in no event shall Phelan be required to pay any sewer connection fees. (This amount equals 33,250 GPD at Seventy-Five Dollars (\$75) per gallon.) If the total verified construction cost is less than Phelan's Financial Obligation then the difference shall be remitted to the City within ten (10) business days of the City accepting the Improvements.

D. The construction of the Improvements shall be conclusively deemed complete when the City issues the final sign-off of the building permit and Phelan delivers to the City the Completion Package ("Completion"). The Completion Package shall include lien releases, true and correct copies of as built drawings, a Governmental Accounting Standards Board report, and such other normal and customary documents included in an offer to dedicate ("Completion Package"). Such sign-off and Completion Package shall be deemed to have satisfied the

City's Conditions in the Will Serve Letter for Sanitary Sewer Service to the Phelan Project.

E. Within ten (10) business days of Completion, Phelan shall dedicate the Improvements to the City and the City shall accept such dedication in consideration of the City granting to Phelan the unconditional right and control to 33,250 GPD of Sanitary Sewer Service capacity. The City Council resolution approving the acceptance of the Real Property and Improvements shall also include the assignment of 33,250 GPD of Sanitary Sewer Services to Phelan for use and control. Upon acceptance of the Improvements and Real Property, the City shall own the Real Property and any capacity created by the spray field constructed on that Real Property.

3. Additional Land.

Phelan shall work in good faith and diligently to assist City in acquiring land from the neighboring property in order to expand the spray fields to approximately twenty-two total acres and merge the additional land with the Real Property; provided, however, Phelan shall not be obligated to expend any funds in connection therewith.

4. Miscellaneous.

A. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid, and shall be enforced to the fullest extent permitted by law.

B. Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act except those of the waiving party, which shall be extended by a period of time equal to the period of the delay.

C. Successors and Assigns; Successor Cure Rights. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto. City acknowledges that in connection with a loan (the "Loan") made by Wells Fargo Bank, National Association (Lender) to Phelan, Phelan's rights under this Agreement are being assigned to Lender as collateral

for the Loan. In the event that Lender or its assignee ("Successor") is exercising its rights and/or foreclosing on the collateral for the Loan (including without limitation its rights under this Agreement), then, at Successor's election, which election shall be made by delivery of notice thereof to the City (a Continuation Notice) within ten (10) business days of Successor's acquisition of title to the Phelan Project (a) this Agreement shall continue in full force and effect as a direct agreement between City and Successor and (b) Successor shall have a period of one hundred eighty (180) days following delivery of the Continuation Notice to complete construction of the Improvements, provided that if the Improvements cannot reasonably be completed within such one hundred eighty (180) day period and Successor is promptly pursuing completion thereof, Successor shall have a reasonable additional period of time to complete the Improvements. For the avoidance of doubt, (x) any Successor which provides a Continuation Notice to City pursuant to the terms of this section shall be deemed a permitted successor under the Agreement, and (y) neither Lender nor any successor shall have any liability under this Agreement unless and until a Continuation Notice is delivered to the City.

D. Professional Fees: If either party commences an action against the other to interpret or enforce any of the terms of this Agreement or because of the breach by the other party of any of the terms hereof, the losing party shall pay to the prevailing party reasonable attorneys' fees, costs and expenses and court costs and other costs of action incurred in connection with the prosecution or defense of such action, whether or not the action is prosecuted to a final judgment. For the purpose of this Agreement, the terms "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photostating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals, librarians and others not admitted to the bar but performing services under the supervision of an attorney. The terms "attorneys' fees" or "attorneys' fees and costs" shall also include, without limitation, all such fees and expenses incurred with respect to appeals, arbitrations and bankruptcy proceedings, and whether or not any action or proceeding is brought with respect to the matter for which said fees and expenses were incurred. The term "attorney" shall have the same meaning as the term "counsel."

E. Entire Agreement. This Agreement (including all Exhibits attached hereto) is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented, superseded, canceled or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The parties do not intend to confer any benefit

hereunder on any person, firm or corporation other than the parties hereto and lawful assignees.

F. Time of Essence. Buyer and Seller hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof and that failure to timely perform any of the terms, conditions, obligations or provisions hereof by either party shall constitute a material breach of and a non-curable (but waivable) default under this Agreement by the party so failing to perform.

G. Construction. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs and subsections are to this Agreement. All Exhibits referred to in this Agreement are attached and incorporated by this reference.

H. Governing Law. The parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of California. The parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

I. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

J. Days of Week. If any date for performance herein falls on a Saturday, Sunday or holiday, as defined in Section §700 of the California Government Code, the time for such performance shall be extended to 5:00 p.m. on the next business day.

K. Indemnification. Developer, on its own behalf, and on behalf of any successor(s) in interest, agrees to defend and indemnify City against any third party action, claim, counterclaim, suit or demand (collectively, "**Claims**") that challenges City's approval and/or implementation of this Agreement, including any Claims pertaining to the construction of the above-listed spray field improvements is made or instituted against City, its employees, officers, or agents. Said indemnification shall include the costs of City to defend, pay and satisfy any such Claims including necessary expenses of investigation, attorneys' fees, and costs.

H. Governing Law. The parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of California. The parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

I. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

J. Days of Week. If any date for performance herein falls on a Saturday, Sunday or holiday, as defined in Section 6700 of the California Government Code, the time for such performance shall be extended to 5:00 p.m. on the next business day.

K. Indemnification. Developer, on its own behalf, and on behalf of any successor(s) in interest, agrees to defend and indemnify City against any third party action, claim, counterclaim, suit or demand (collectively, "**Claims**") that challenges City's approval and/or implementation of this Agreement, including any Claims pertaining to the construction of the above-listed spray field improvements is made or instituted against City, its employees, officers, or agents. Said indemnification shall include the costs of City to defend, pay and satisfy any such Claims including necessary expenses of investigation, attorneys' fees, and costs.

L. No Incidental or Consequential Damages. Developer on its own behalf, and on behalf of any successor(s) in interest, expressly waives any and all current and future rights, if any, to seek either or both incidental and consequential damages against the City. Under no circumstances shall City be held liable to Developer, successor(s) in interest, or a third party beneficiary or claimant for incidental or consequential damages by any arbiter, mediator, or court of law.

IN WITNESS THEREOF, THIS AGREEMENT WAS EXECUTED THIS ____ DAY OF June, 2019:

{{SIGNATURES TO FOLLOW ON NEXT PAGE}}

LATHROP GATEWAY 1, LLC

a Delaware limited liability company

By: Phelan-Haugen, LLC,
a California limited liability company,
Its Managing Member

By: Haugen Investments, LLC,
a California limited liability company,
Its Manager

By: _____
David M. Haugen, Manager

CITY OF LATHROP,

A California municipal corporation

By: _____
Stephen J. Salvatore
City Manager

ATTEST:

City Clerk of and for the City
of Lathrop, State of California

By: _____
Teresa Vargas
City Clerk

APPROVED AS TO FORM:

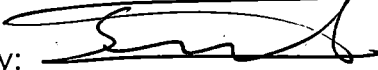
By: 
Salvador Navarrete
City Attorney

EXHIBIT A
ALTA SURVEY



SIEGFRIED

2244 Brookside Road
 Suite 100
 Stockton, California 95210
 209-463-2201
 Fax: 209-942-0214
 www.siegfriedeng.com

- CIVIL
- STRUCTURAL
- LANDSCAPE ARCHITECTURE
- SURVEYING
- PLANNING
- ATHLETIC FACILITY DESIGN

REVISIONS

No. Date Description

PROJECT

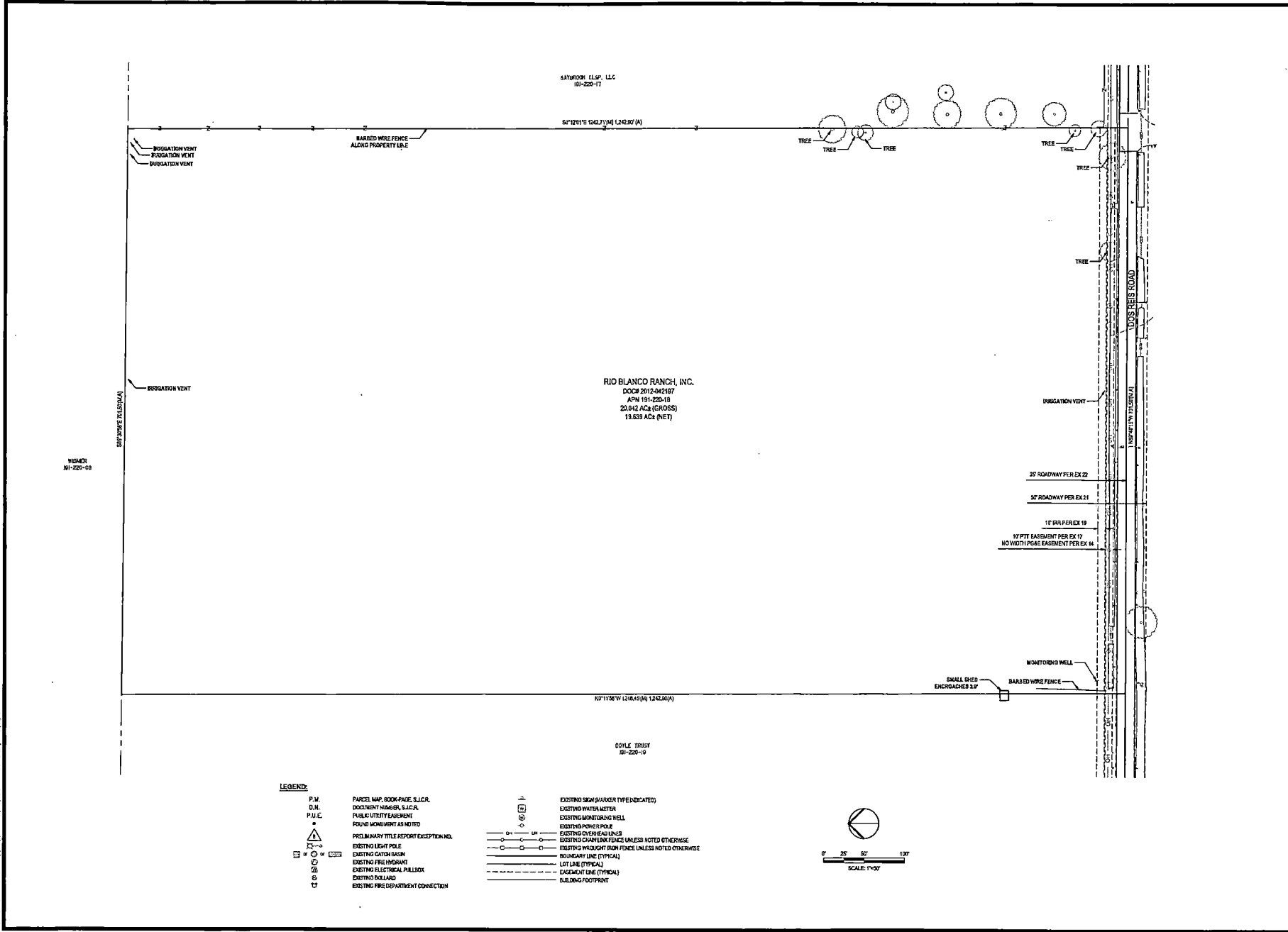
**DOS REIS ROAD
 ALTA/NSPS
 LAND TITLE
 SURVEY**

751 DOS REIS ROAD
 LATHROP, CA 95330

SHEET TITLE

**ALTA/NSPS
 LAND TITLE
 SURVEY**

Proj. No. PG
 Drawn by AB
 Date 04/12/2019
 Job No. 17208
 SHEET:
2
 Of: 2



- LEGEND:**
- P.M. PARCEL MAP, BOOK PAGE, S.I.C.R.
 - D.N. DOCUMENT NUMBER, S.I.C.R.
 - P.U.C. PUBLIC UTILITY EASEMENT
 - FOUND MONUMENT AS NOTED
 - PRELIMINARY TITLE REPORT EXCEPTION NO.
 - EXISTING LIGHT POLE
 - EXISTING CATCH BASIN
 - EXISTING FIRE HYDRANT
 - EXISTING ELECTRICAL PULLBOX
 - EXISTING BOLLARD
 - EXISTING FIRE DEPARTMENT CONNECTION
 - EXISTING SIGN (AS/NOTER TYPE INDICATED)
 - EXISTING WATER METER
 - EXISTING MONITORING WELL
 - EXISTING POWER POLE
 - EXISTING OVERHEAD LINES
 - EXISTING CHAIN LINK FENCE UNLESS NOTED OTHERWISE
 - EXISTING WOODSIGHT IRON FENCE UNLESS NOTED OTHERWISE
 - BOUNDARY LINE (TYPICAL)
 - LOT LINE (TYPICAL)
 - EASEMENT LINE (TYPICAL)
 - BUILDING FOOTPRINT



EXHIBIT B
WILL SERVE LETTER

EXHIBIT B



Office of the City Engineer

390 Towne Centre Dr. – Lathrop, CA 95330

Phone (209) 941-7220

www.ci.lathrop.ca.us

August 31, 2018

Mr. David Haugen, Regional Partner
Phelan-Haugen Development
1999 Harrison Street, Suite 1816
Oakland, CA 94612

CONDITIONAL WILL-SERVE LETTER

RE: SANITARY SEWER SERVICES – PHELAN, GATEWAY SPECIFIC PLAN PROJECT, APN's 241-400-09 thru -13, 241-400-29 thru -33, and 241-280-12

Dear Mr. Haugen,

The City of Lathrop has committed to provide sanitary sewer service to the Phelan - Gateway Specific Plan project, APN's 241-400-09 thru -13, 241-400-29 thru -33, and 241-280-12.

Sanitary Sewer Service

The project site lies within the City of Lathrop municipal sanitary sewer service area. The City of Lathrop can and will provide sanitary sewer service (treatment, storage and disposal) under the following conditions:

1. Applicant complies with the Conditions of Approval of the Specific Plan, Development Agreement, Parcel Map, and Site Plan Review.
2. Per Public Works COA #5 (VTM 13-69), Applicant shall secure sufficient sewer treatment capacity within the Lathrop Combined Treatment Facility (CTF) to treat the estimated volume of sewer generated by the project by paying the applicable City fee.
3. Per Public Works COA #5 (VTM 13-69), Applicant shall provide for the storage and disposal of recycled water (treated sewer effluent from the CTF). Acceptable options include:
 - a. Acquire adequate property (already within Lathrop's Regional Water Quality Control Board (RWQCB) permit) to construct the required storage ponds and disposal sprayfields, fund the design, permitting and construction of these facilities, have the design

approved by Lathrop, have the land dedicated to Lathrop and the facilities accepted for maintenance by Lathrop City Council and incorporated into Lathrop 's RWQCB disposal permit as active facilities.

If the property is acquired, and the facilities have been designed and that design is approved by Lathrop, and permitting and construction of the facilities are guaranteed but the facilities are not yet accepted by the City and incorporated into Lathrop's disposal permit, the Applicant may acquire a building permit if they provide an executed agreement with a waste hauler that commits to pumping all sewage from the guaranteed sewer pump station and delivering it to an approved wastewater treatment facility. Occupancy will not be approved unless the collection system and pump station are constructed and accepted by the City, to be used for collection and pumping of sewage by the waste hauler.

- b. Purchase of adequate storage and disposal capacity (that is already included in Lathrop's RWQCB disposal permit as active) from a developer who is willing to sell. Sale would be processed through the City, and will require a City processing fee.
4. Sewer collection mains, a sanitary pump station and force mains connecting the pump station to the Lathrop CTF have been installed to serve this project, including a sewer lateral to every lot within a new subdivision, or prior to building permit if no subdivision is required, in accordance with plans approved by the City.
5. Per Public Works COA #27 (VTM 13-69), Applicant shall pay the sewer connection fees established for use in the Gateway Specific Plan.

If you have any questions, please feel free to call me at (209) 941-7220.

Sincerely,



Glenn Gebhardt, City Engineer

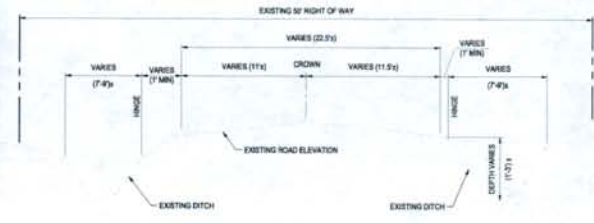
cc: Michael King, Assist Public Works Director

EXHIBIT C
SCOPE OF WORK

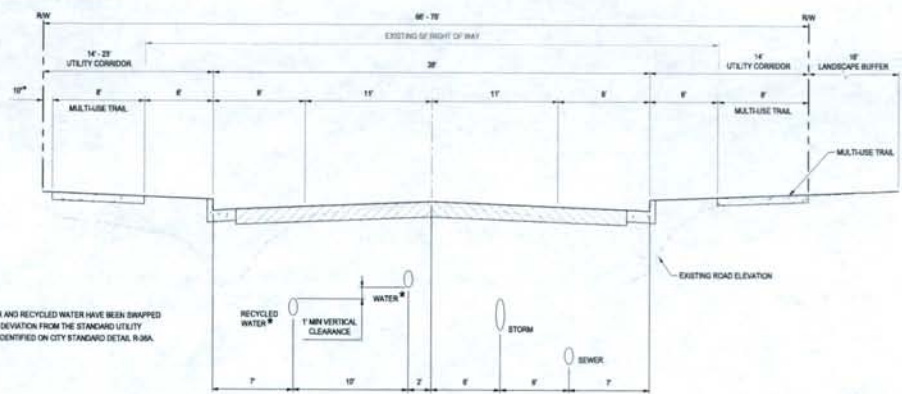
Exhibit C

The addition of a spray field system and recycled water distribution system is intended to augment the City's ability to dispose of and distribute the treated effluent in the form of reclaimed water. In general the system will extend the current recycled water system from Golden Valley Parkway along Dos Reis to the property (APN 191-220-18) located at the western end of Dos Reis on the north side of the street. The water line will be located 12 feet left (north) of the existing centerline which resides just off the current north edge of pavement. The main will also be set at least 12" below the future electrical main. For the onsite development the project will not be required to be fenced which complies with RWQCB Orders. The onsite improvements will generally consist of a large open application site sloped at 0.25% that has a tail water return ditch flowing at 0.01% slope and has 2:1 side slopes. The site will be bermed appropriately to ensure water is retained on site. The site will have a 12 foot dirt access road sloped into the site, since ponds are not part of this site development the aggregate base will not be placed. The site will be connected to the City SCADA control system via a cellular or copper connection that originates from the adjacent pole line. Said communication system will be powered via a new pole line service drop or by a solar and battery system depending on required functionality.

EXHIBIT D
ILLUSTRATION WATER FORCE MAIN INSTALLATION



A EXISTING ROADWAY SECTION
1" = 5'



NOTE
 * THE WATER AND RECYCLED WATER HAVE BEEN SWAPPED AND ARE A DEVIATION FROM THE STANDARD UTILITY LOCATION IDENTIFIED ON CITY STANDARD DETAIL R-36A.

PROPOSED DOS REIS ROADWAY SECTION
 (PER CLSP DESIGN GUIDELINES)
 1" = 5'

PREPARED FOR:

SPRAYFIELD RECYCLED WATER EXHIBIT

LATHROP GATEWAY

Lathrop, California

■ CIVIL
■ STRUCTURAL
■ LANDSCAPE
■ SURVEY

STOCKTON ■ SACRAMENTO ■ SAN JOSE

2244 Blinnwood Road, Suite 100, Stockton, California 95219
 209.463.4221 www.siegfried.com Tel: 209.462.0314

May 17, 2019

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**CITY MANAGER'S REPORT
JUNE 10, 2019, CITY COUNCIL REGULAR MEETING**

ITEM: **ACCEPTANCE OF RIVER ISLANDS PUBLIC IMPROVEMENTS AND STREET DEDICATIONS FOR TRACTS 3825, 3826, 3827, 3828, 3829, 3830, 3831, 3832, 3834, 3840, 3862, 3864, 3873, 3874, 3875, 3892, 3893, 3894, 3895, 3903 AND 3904**

RECOMMENDATION: **Adopt Resolution Accepting Public Improvements and Street Dedications for Tracts 3825, 3826, 3827, 3828, 3829, 3830, 3831, 3832, 3834, 3840, 3862, 3864, 3873, 3874, 3875, 3892, 3893, 3894, 3895, 3903 and 3904 in the River Islands Development Area**

SUMMARY:

River Island Development, LLC (RID), has completed construction of the public improvements listed in the GASB 34 reports (Attachment C) for Tracts 3825, 3826, 3827, 3828, 3829, 3830, 3831, 3832, 3834, 3840, 3862, 3864, 3873, 3874, 3875, 3892, 3893, 3894, 3895, 3903 and 3904 ("Tracts") in accordance with their Subdivision Improvement Agreements (SIA). These improvements have been inspected by the City Engineer and have been deemed complete. Staff recommends City Council accept the public improvements and street dedications in accordance with City specifications. The cost to maintain these public improvements will be covered through a combination of the existing City of Lathrop (City) and River Islands Public Financing Authority (RIPFA) Community Facilities Districts (CFDs).

The developer has provided one-year maintenance bonds based on 10% of the construction costs per tract and a lien release for the improvements being accepted.

BACKGROUND:

Vesting Tentative Map (VTM) 3694 was approved by City Council on March 27, 2007, and amended on June 1, 2015, with updated conditions of approval. The Tracts, as proposed by RID, the Subdivider, complies with the amended conditions of approval of VTM 3694.

The land for the Tracts are within the geographic boundaries of VTM 3694 (Phase 1A and Phase 1B), which included a Neighborhood Design Plan, Architectural Guidelines, Design Standards (AG/DS) and Parks Master Plan for the East Village neighborhood located west of the Community at South River Bend (CSRB) neighborhood within RID.

The following public facilities will be maintained by the City:

1. Streets (asphalt, sidewalks, striping, and signage)
2. Utilities (water, sewer, and storm)

JUNE 10, 2019, CITY COUNCIL REGULAR MEETING

ACCEPTANCE OF RIVER ISLANDS PUBLIC IMPROVEMENTS AND STREET DEDICATIONS FOR TRACTS 3825, 3826, 3827, 3828, 3829, 3830, 3831, 3832, 3834, 3840, 3862, 3864, 3873, 3874, 3875, 3892, 3893, 3894, 3895, 3903 AND 3904

As required by the City’s subdivision ordinance, all final maps included an SIA to guarantee certain public improvements associated with the final map. The public improvements listed in Attachment C for the Tracts are complete.

Recorded Final Maps within Phase 1A and Phase 1B of the River Islands Development at Lathrop rejected the offer of dedication for streets pending completion of street improvements with the exception of Tract 3892 that accepted the street dedications upon completion of improvements. Furthermore, the Final Map for Tract 3827 rejected the offer of dedication of streets and easements upon completion of improvements. Staff now recommends City Council accept the offered dedication of streets for Tracts 3825, 3826, 3828, 3829, 3830, 3831, 3832, 3834, 3840, 3862, 3864, 3873, 3874, 3875, 3893, 3894, 3895, 3903 and 3904 since improvements are completed. Staff also recommends City Council accept the dedication of streets and easements offered in the Final Map for Tract 3827.

Table 1 summarizes pertinent information pertaining to each tract. This information will aid in future inquiries and provide transparency of the acceptances for the improvements for the Tracts.

Table 1: Summary of Tracts being accepted

Village and Final Map Tract No.	Council Acceptance Date	Resolution Number	Number of Lots	Tracts Included	Maintenance Bond Number & Amount
Village D&E /3826	8/1/2016	16-4115	24	3826	0681484/\$450,000
	5/14/2018	18-4381	36	3825	
	2/11/2019	19-4512	35	3892	
	5/15/2014	17-4230	36	3893	
Village A /3873	3/21/2019	16-4041	3	3873	SU 1124682-A/\$295,300
	5/14/2018	18-4382	31	3874	
	4/4/2016	16-4053	31	3827	
Village F /3828	6/20/2016	16-4098	32	3828	0681483/\$271,200
	6/19/2017	17-4254	34	3875	

JUNE 10, 2019, CITY COUNCIL REGULAR MEETING

ACCEPTANCE OF RIVER ISLANDS PUBLIC IMPROVEMENTS AND STREET DEDICATIONS FOR TRACTS 3825, 3826, 3827, 3828, 3829, 3830, 3831, 3832, 3834, 3840, 3862, 3864, 3873, 3874, 3875, 3892, 3893, 3894, 3895, 3903 AND 3904

Village and Final Map Tract No.	Council Acceptance Date	Resolution Number	Number of Lots	Tracts Included	Maintenance Bond Number & Amount
Village H /3829	11/21/2016	16-4157	39	3829	0681490/\$424,400
	3/12/2018	18-4350	34	3830	
	9/10/2018	18-4448	39	3903	
Village J&K /3832	12/4/2017	17-4323	25	3831	0681485/\$230,800
	8/1/2016	16-4116	25	3832	
	7/9/2018	18-4427	22	3894	
	6/5/2017	17-4245	25	3895	
Village M /3834	11/21/2016	16-4158	37	3834	0681491/\$1,012,300
	10/2/2017	17-4300	36	3904	
Village G /3840	3/21/2016	16-4040	48	3840	SU 1124681-A/\$406,300
	12/19/2016	16-4170	52	3862	
	6/19/2017	17-4255	45	3864	

REASON FOR RECOMMENDATION:

The City Engineer has inspected the improvements for the Tracts and confirmed that the improvements listed in Attachment C have been completed in accordance with City specifications. Developer has submitted a master lien release, confirming all contractors have been paid in full, and one-year maintenance bonds for the improvements being accepted. Staff recommends Council accept the improvements identified in Attachment C and accept the offers of dedication of streets to allow for the City to provide maintenance.

FISCAL IMPACT:

The City's maintenance costs will increase because of the additional improvements that have to be maintained.

JUNE 10, 2019, CITY COUNCIL REGULAR MEETING**ACCEPTANCE OF RIVER ISLANDS PUBLIC IMPROVEMENTS AND STREET DEDICATIONS FOR TRACTS 3825, 3826, 3827, 3828, 3829, 3830, 3831, 3832, 3834, 3840, 3862, 3864, 3873, 3874, 3875, 3892, 3893, 3894, 3895, 3903 AND 3904**

The one-year maintenance bonds cover 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.


The City's Service Maintenance CFD 2013-1 has been established to help fund City maintenance and operating costs. The estimated revenues and appropriation for CFD 2013-1 will be included in the Fiscal Year 19-20 budget. Maintenance costs that are the responsibility of RIPFA or RD 2062 will be funded by the RIPFA CFD 2013-1 and by direct assessments by RD 2062.

ATTACHMENTS:

- A. Resolution Accepting Public Improvements and Street Dedications for Tracts 3825, 3826, 3827, 3828, 3829, 3830, 3831, 3832, 3834, 3840, 3862, 3864, 3873, 3874, 3875, 3892, 3893, 3894, 3895, 3903 and 3904 in the River Islands Development area
- B. River Islands Tract Acceptance Location Map
- C. GASB 34 Reports for Tracts 3825, 3826, 3827, 3828, 3829, 3830, 3831, 3832, 3834, 3840, 3862, 3864, 3873, 3874, 3875, 3892, 3893, 3894, 3895, 3903, and 3904

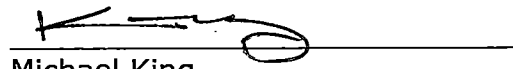
CITY MANAGER'S REPORT
JUNE 10, 2019, CITY COUNCIL REGULAR MEETING
ACCEPTANCE OF RIVER ISLANDS PUBLIC IMPROVEMENTS AND STREET
DEDICATIONS FOR TRACTS 3825, 3826, 3827, 3828, 3829, 3830, 3831,
3832, 3834, 3840, 3862, 3864, 3873, 3874, 3875, 3892, 3893, 3894, 3895,
3903 AND 3904

APPROVALS:



Steven J. Medina
Assistant Engineer

5/31/19
Date




Michael King
Assistant Director of Public Works

6-3-19
Date



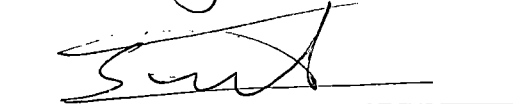
Glenn Gebhardt
City Engineer

5/31/19
Date



Cari James
Finance & Administrative
Services Director

6/3/19
Date



Salvador Navarrete
City Attorney

6-3-19
Date



Stephen J. Salvatore
City Manager

6.5.19
Date

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING PUBLIC IMPROVEMENTS AND STREET DEDICATIONS FOR TRACTS 3825, 3826, 3827, 3828, 3829, 3830, 3831, 3832, 3834, 3840, 3862, 3864, 3873, 3874, 3875, 3892, 3893, 3894, 3895, 3903 AND 3904 IN THE RIVER ISLANDS DEVELOPMENT AREA

WHEREAS, on March 27, 2007, the City Council approved Vesting Tentative Map No. 3694 (VTM 3694) with Conditions of Approval for a residential and commercial development that is consistent with the West Lathrop Specific Plan (WLSP) and the River Islands Urban Design Concept (UDC); and

WHEREAS, the land for Tracts 3825, 3826, 3827, 3828, 3829, 3830, 3831, 3832, 3834, 3840, 3862, 3864, 3873, 3874, 3875, 3892, 3893, 3894, 3895, 3903 and 3904 ("Tracts") is within the geographic boundaries of Vesting Tentative Map (VTM) 3694 (Phase 1A and Phase 1B), which included a Neighborhood Design Plan, Architectural Guidelines, Design Standards (AG/DS) and Parks Master Plan for the East Village neighborhood located west of the Community at South River Bend (CSRB) neighborhood within River Islands Development, LLC (RID); and

WHEREAS, as required by the Subdivision Ordinance, all final maps included a Subdivision Improvement Agreements (SIA) to guarantee certain public improvements associated with the Final Map; and

WHEREAS, the public improvements for the Tracts listed on Attachment C to the staff report dated June 10, 2019, have been inspected by the City Engineer and deemed complete; and

WHEREAS, the cost to maintain these public improvements will be covered through a combination of the existing City and River Islands Public Financing Authority (RIPFA) Community Facilities Districts (CFDs) and direct assessments by RD 2062; and

WHEREAS, a master lien release, confirming all contractors have been paid in full, and one-year maintenance bonds have been received to secure RID's obligation to maintain all improvements and repair or correct any defective work; and

WHEREAS, at the time the Final Maps for the Tracts were approved by City Council, that action rejected the dedication of streets, subject to the street improvements being completed with the exception of Tract 3892 that accepted the street dedications upon completion of improvements within the Final Map; and

WHEREAS, at the time the Final Map for Tract 3827 was approved by City Council, that action rejected the dedication of streets and easements, subject to the improvements being completed; and

WHEREAS, the offered dedications of streets that were previously rejected are now recommended by staff for City Council acceptance; and

WHEREAS, staff is recommending the acceptance of public improvements listed in Attachment C to the staff report dated June 10, 2019, for maintenance as part of the acceptance of the public improvements for the Tracts.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop accepts the Public Improvements for Tracts 3825, 3826, 3827, 3828, 3829, 3830, 3831, 3832, 3834, 3840, 3862, 3864, 3873, 3874, 3875, 3892, 3893, 3894, 3895, 3903 and 3904 in the River Islands Development at Lathrop; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop rescinds the prior rejection and accepts the street dedications that were previously rejected for Tracts 3825, 3826, 3828, 3829, 3830, 3831, 3832, 3834, 3840, 3862, 3864, 3873, 3874, 3875, 3893, 3894, 3895, 3903 and 3904, and authorizes the City Clerk to record a copy of this resolution with the County Recorder's Office to provide public notice of the street acceptances; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop rescinds the prior rejection and accepts the street and easement dedication that was previously rejected for tract 3827.

The foregoing resolution was passed and adopted this 10th day of June, 2019, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

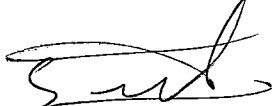
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

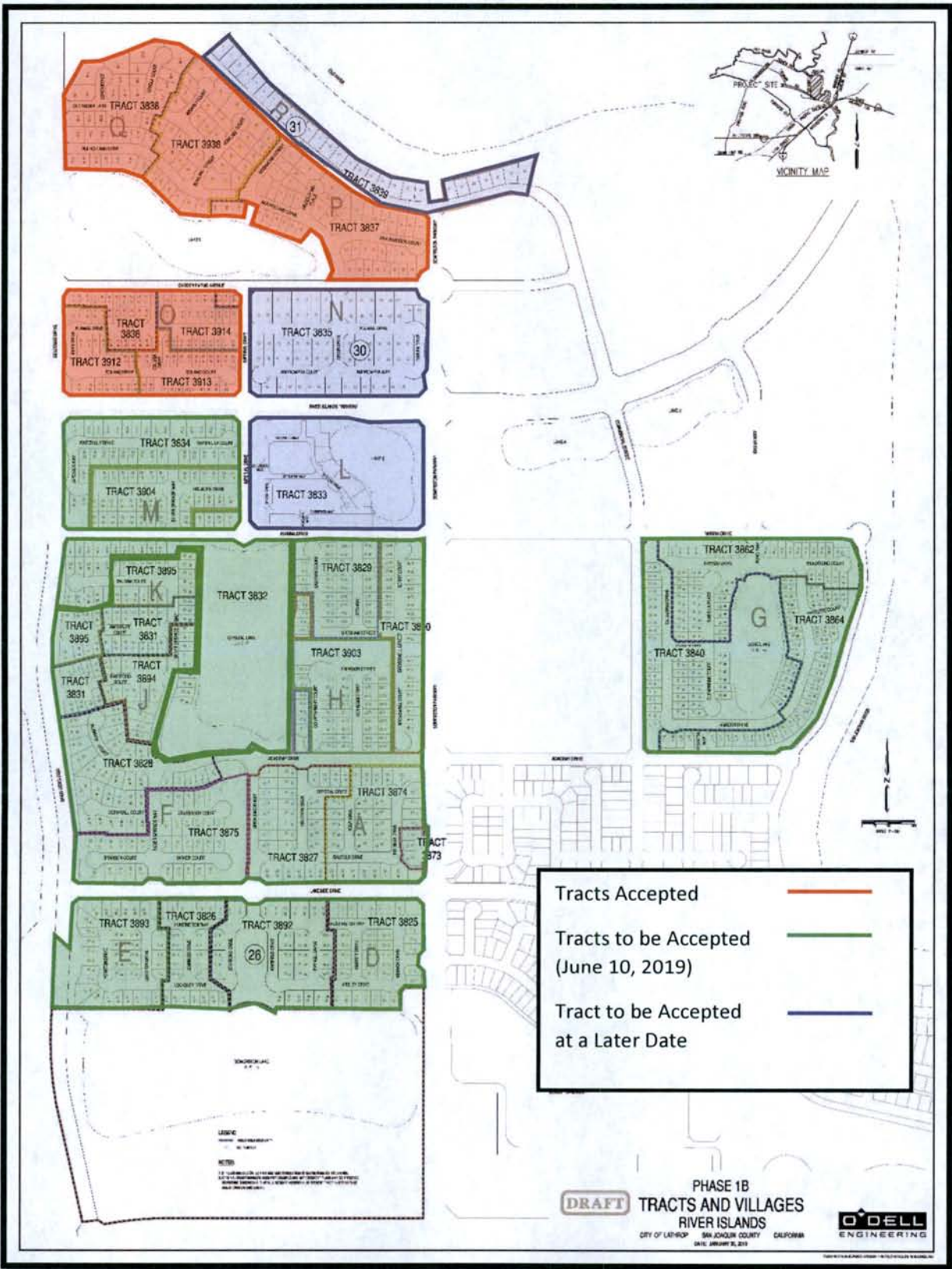


Figure 1: River Islands Location Map – Tract Acceptance

**CITY OF LATHROP
PROJECT ACCEPTANCE
(GASB 34 REPORT)**

Submitted by: _____

Date: 3/15/2018

Tract No.: River Islands - Village D Tract 3825 (36 Lots)

<u>Item</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Amount</u>
4.5" AC Paving	SF	50,650	\$ 2.25	\$ 113,962.50
8" Aggregate Base	SF	50,650	\$ 1.20	\$ 60,780.00
Vertical Curb and Gutter <i>(With AB Cushion)</i>	LF	1,120	\$ 15.00	\$ 16,800.00
Roll Curb and Gutter <i>(With AB Cushion)</i>	LF	1,800	\$ 15.00	\$ 27,000.00
Concrete Sidewalk	SF	14,310	\$ 5.00	\$ 71,550.00
Driveway Approach	EA	37	\$ 600.00	\$ 22,200.00
Handicap Ramps	EA	6	\$ 2,500.00	\$ 15,000.00
Signage & Striping	LF	1,600	\$ 5.00	\$ 8,000.00
Survey Monuments	EA	5	\$ 300.00	\$ 1,500.00
Catch Basins <i>(Type A Inlet)</i>	EA	1	\$ 2,400.00	\$ 2,400.00
Catch Basins <i>(Type A Inlet over Type I Manhole Base)</i>	EA	9	\$ 2,800.00	\$ 25,200.00
15" Storm Drain Pipe	LF	910	\$ 34.00	\$ 30,940.00
18" Storm Drain Pipe	LF	120	\$ 46.00	\$ 5,520.00
Storm Drain Manholes <i>(Type I)</i>	EA	1	\$ 3,000.00	\$ 3,000.00
8" Sanitary Sewer Pipe	LF	690	\$ 28.00	\$ 19,320.00
12" Sanitary Sewer Pipe	LF	950	\$ 42.00	\$ 39,900.00
4" Sewer Laterals	EA	36	\$ 600.00	\$ 21,600.00
Sewer Manholes	EA	6	\$ 4,000.00	\$ 24,000.00
8" Water Line <i>(including all appurtenances)</i>	LF	1,600	\$ 32.00	\$ 51,200.00
1-1/2" Water Services	EA	36	\$ 2,000.00	\$ 72,000.00
Fire Hydrants	EA	3	\$ 4,000.00	\$ 12,000.00
8" Gate Valve	EA	11	\$ 1,550.00	\$ 17,050.00
Total				\$ 660,922.50

**CITY OF LATHROP
PROJECT ACCEPTANCE
(GASB 34 REPORT)**

Submitted by: _____

Date: 3/15/2018

Tract No.: River Islands - Village E Tract 3826 (24 Lots)

<u>Item</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Amount</u>
4.5" AC Paving	SF	30,750	\$ 2.25	\$ 69,187.50
8" Aggregate Base	SF	30,750	\$ 1.20	\$ 36,900.00
Vertical Curb and Gutter <i>(With AB Cushion)</i>	LF	680	\$ 15.00	\$ 10,200.00
Roll Curb and Gutter <i>(With AB Cushion)</i>	LF	1,200	\$ 15.00	\$ 18,000.00
Concrete Sidewalk	SF	8,980	\$ 5.00	\$ 44,900.00
Driveway Approach	EA	24	\$ 600.00	\$ 14,400.00
Handicap Ramps	EA	4	\$ 2,500.00	\$ 10,000.00
Signage & Striping	LF	1,030	\$ 5.00	\$ 5,150.00
Survey Monuments	EA	2	\$ 300.00	\$ 600.00
Catch Basins <i>(Type A Inlet over Type I Manhole Base)</i>	EA	5	\$ 2,800.00	\$ 14,000.00
15" Storm Drain Pipe	LF	450	\$ 34.00	\$ 15,300.00
24" Storm Drain Pipe	LF	360	\$ 65.00	\$ 23,400.00
8" Sanitary Sewer Pipe	LF	970	\$ 28.00	\$ 27,160.00
4" Sewer Laterals	EA	24	\$ 600.00	\$ 14,400.00
Sewer Manholes	EA	3	\$ 4,000.00	\$ 12,000.00
8" Water Line <i>(including all appurtenances)</i>	LF	1,030	\$ 32.00	\$ 32,960.00
1-1/2" Water Services	EA	24	\$ 2,000.00	\$ 48,000.00
Fire Hydrants	EA	2	\$ 4,000.00	\$ 8,000.00
8" Gate Valve	EA	6	\$ 1,550.00	\$ 9,300.00
Air Release Valve	EA	1	\$ 2,500.00	\$ 2,500.00
			Total	\$ 416,357.50

**CITY OF LATHROP
PROJECT ACCEPTANCE
(GASB 34 REPORT)**

Submitted by: _____

Date: 3/16/2018

Tract No.: River Islands - Village A Tract 3827 (31 Lots)

<u>Item</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Amount</u>
4.5 AC Paving	SF	57,800	\$ 2.25	\$ 130,050.00
8" Aggregate Base	SF	57,800	\$ 1.20	\$ 69,360.00
Vertical Curb and Gutter <i>(With AB Cushion)</i>	LF	1,730	\$ 15.00	\$ 25,950.00
Roll Curb and Gutter <i>(With AB Cushion)</i>	LF	1,680	\$ 15.00	\$ 25,200.00
Median Curb and Gutter <i>(With AB Cushion)</i>	LF	190	\$ 18.00	\$ 3,420.00
Concrete Sidewalk	SF	17,400	\$ 5.00	\$ 87,000.00
Driveway Approach	EA	31	\$ 600.00	\$ 18,600.00
Handicap Ramps	EA	8	\$ 2,500.00	\$ 20,000.00
Signage & Striping	LF	2,390	\$ 5.00	\$ 11,950.00
Survey Monuments	EA	4	\$ 300.00	\$ 1,200.00
Catch Basins <i>(Type A Inlet over Type I Manhole Base)</i>	EA	10	\$ 2,800.00	\$ 28,000.00
Catch Basins <i>(Type A Inlet over Type II Manhole Base)</i>	EA	1	\$ 5,000.00	\$ 5,000.00
Catch Basins <i>(Type C Inlet)</i>	EA	1	\$ 2,400.00	\$ 2,400.00
15" Storm Drain Pipe	LF	600	\$ 34.00	\$ 20,400.00
18" Storm Drain Pipe	LF	270	\$ 46.00	\$ 12,420.00
24" Storm Drain Pipe	LF	660	\$ 65.00	\$ 42,900.00
30" Storm Drain Pipe	LF	220	\$ 80.00	\$ 17,600.00
Manholes <i>(Type I)</i>	EA	2	\$ 3,000.00	\$ 6,000.00
8" Sanitary Sewer Pipe	LF	1,610	\$ 28.00	\$ 45,080.00
Sewer Manholes	EA	6	\$ 4,000.00	\$ 24,000.00
4" Sewer Laterals	EA	31	\$ 600.00	\$ 18,600.00
8" Water Line <i>(including all appurtenances)</i>	LF	1,900	\$ 32.00	\$ 60,800.00
1-1/2" Water Services	EA	31	\$ 2,000.00	\$ 62,000.00
Air Release Valve	EA	4	\$ 2,500.00	\$ 10,000.00
8" Gate Valve	EA	13	\$ 1,550.00	\$ 20,150.00
Fire Hydrants	EA	4	\$ 4,000.00	\$ 16,000.00
			Total	\$ 784,000.00

**CITY OF LATHROP
PROJECT ACCEPTANCE
(GASB 34 REPORT)**

Submitted by: _____

Date: 3/16/2018

Tract No.: River Islands - Village F Tract 3828 (32 Lots)

<u>Item</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Amount</u>
3" AC Paving	SF	45,100	\$ 1.50	\$ 67,650.00
4.5 AC Paving	SF	10,600	\$ 2.25	\$ 23,850.00
6" Aggregate Base	SF	13,900	\$ 0.90	\$ 12,510.00
7" Aggregate Base	SF	31,200	\$ 1.05	\$ 32,760.00
8" Aggregate Base	SF	10,600	\$ 1.20	\$ 12,720.00
Vertical Curb and Gutter <i>(With AB Cushion)</i>	LF	1,020	\$ 15.00	\$ 15,300.00
Roll Curb and Gutter <i>(With AB Cushion)</i>	LF	2,080	\$ 15.00	\$ 31,200.00
Median Curb and Gutter <i>(With AB Cushion)</i>	LF	210	\$ 18.00	\$ 3,780.00
Concrete Sidewalk	SF	16,700	\$ 5.00	\$ 83,500.00
Driveway Approach	EA	32	\$ 600.00	\$ 19,200.00
Handicap Ramps	EA	4	\$ 2,500.00	\$ 10,000.00
Signage & Striping	LF	1,510	\$ 5.00	\$ 7,550.00
Survey Monuments	EA	10	\$ 300.00	\$ 3,000.00
Catch Basins <i>(Type A Inlet over Type I Manhole Base)</i>	EA	8	\$ 2,800.00	\$ 22,400.00
Catch Basins <i>(Type A Inlet over Type II Manhole Base)</i>	EA	2	\$ 5,000.00	\$ 10,000.00
15" Storm Drain Pipe	LF	170	\$ 34.00	\$ 5,780.00
18" Storm Drain Pipe	LF	450	\$ 46.00	\$ 20,700.00
24" Storm Drain Pipe	LF	180	\$ 65.00	\$ 11,700.00
30" Storm Drain Pipe	LF	40	\$ 80.00	\$ 3,200.00
36" Storm Drain Pipe	LF	220	\$ 95.00	\$ 20,900.00
42" Storm Drain Pipe	LF	190	\$ 120.00	\$ 22,800.00
Manholes <i>(Type II)</i>	EA	1	\$ 5,000.00	\$ 5,000.00
8" Sanitary Sewer Pipe	LF	1,540	\$ 28.00	\$ 43,120.00
Sewer Manholes	EA	9	\$ 4,000.00	\$ 36,000.00
4" Sewer Laterals	EA	34	\$ 600.00	\$ 20,400.00
8" Water Line <i>(including all appurtenances)</i>	LF	1,580	\$ 32.00	\$ 50,560.00
1-1/2" Water Services	EA	32	\$ 2,000.00	\$ 64,000.00
2" Water Services	EA	2	\$ 2,000.00	\$ 4,000.00
Blow Off Valve	EA	2	\$ 4,000.00	\$ 8,000.00
8" Gate Valve	EA	6	\$ 1,550.00	\$ 9,300.00
Fire Hydrants	EA	3	\$ 4,000.00	\$ 12,000.00
			Total	\$ 693,000.00

**CITY OF LATHROP
PROJECT ACCEPTANCE
(GASB 34 REPORT)**

Submitted by: _____

Date: 3/15/2018

Tract No.: River Islands - Village H Tract 3829 (39 Lots)

<u>Item</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Amount</u>
3" AC Paving	SF	31,210	\$ 1.50	\$ 46,815.00
4.5" AC Paving	SF	15,850	\$ 2.25	\$ 35,662.50
7" Aggregate Base	SF	31,210	\$ 1.05	\$ 32,770.50
8" Aggregate Base	SF	15,850	\$ 1.20	\$ 19,020.00
Vertical Curb and Gutter <i>(With AB Cushion)</i>	LF	800	\$ 15.00	\$ 12,000.00
Roll Curb and Gutter <i>(With AB Cushion)</i>	LF	1,990	\$ 15.00	\$ 29,850.00
Concrete Sidewalk	SF	13,460	\$ 5.00	\$ 67,300.00
Driveway Approach	EA	39	\$ 600.00	\$ 23,400.00
Handicap Ramps	EA	2	\$ 2,500.00	\$ 5,000.00
Signage & Striping	LS	1,380	\$ 5.00	\$ 6,900.00
Survey Monuments	EA	3	\$ 300.00	\$ 900.00
Catch Basins <i>(Type A Inlet over Type I Manhole Base)</i>	EA	3	\$ 2,800.00	\$ 8,400.00
Catch Basins <i>(Type A Inlet over Type II Manhole Base)</i>	EA	1	\$ 5,000.00	\$ 5,000.00
15" Storm Drain Pipe	LF	320	\$ 34.00	\$ 10,880.00
18" Storm Drain Pipe	LF	350	\$ 46.00	\$ 16,100.00
24" Storm Drain Pipe	LF	20	\$ 65.00	\$ 1,300.00
36" Storm Drain Pipe	LF	30	\$ 95.00	\$ 2,850.00
Storm Drain Manholes <i>(Type I)</i>	EA	1	\$ 3,000.00	\$ 3,000.00
8" Sanitary Sewer Pipe	LF	1,040	\$ 28.00	\$ 29,120.00
4" Sewer Laterals	EA	40	\$ 600.00	\$ 24,000.00
Sewer Manholes	EA	4	\$ 4,000.00	\$ 16,000.00
8" Water Line <i>(including all appurtenances)</i>	LF	1,390	\$ 32.00	\$ 44,480.00
1" Water Services	EA	2	\$ 800.00	\$ 1,600.00
1-1/2" Water Services	EA	39	\$ 2,000.00	\$ 78,000.00
2" Water Services	EA	2	\$ 2,000.00	\$ 4,000.00
Fire Hydrants	EA	3	\$ 4,000.00	\$ 12,000.00
8" Gate Valve	EA	6	\$ 1,550.00	\$ 9,300.00
Blow Off Valve	EA	1	\$ 4,000.00	\$ 4,000.00
Water Sampling Station	EA	1	\$ 3,000.00	\$ 3,000.00
			Total	\$ 553,000.00

**CITY OF LATHROP
PROJECT ACCEPTANCE
(GASB 34 REPORT)**

Submitted by: _____

Date: 3/15/2018

Tract No.: River Islands - Village H Tract 3830 (34 Lots)

<u>Item</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Amount</u>
3" AC Paving	SF	46,740	\$ 1.50	\$ 70,110.00
7" Aggregate Base	SF	46,740	\$ 1.05	\$ 49,077.00
Vertical Curb and Gutter <i>(With AB Cushion)</i>	LF	520	\$ 15.00	\$ 7,800.00
Roll Curb and Gutter <i>(With AB Cushion)</i>	LF	2,140	\$ 15.00	\$ 32,100.00
Concrete Sidewalk	SF	12,490	\$ 5.00	\$ 62,450.00
Driveway Approach	EA	34	\$ 600.00	\$ 20,400.00
Handicap Ramps	EA	5	\$ 2,500.00	\$ 12,500.00
Signage & Striping	LS	1,300	\$ 5.00	\$ 6,500.00
Survey Monuments	EA	4	\$ 300.00	\$ 1,200.00
Catch Basins <i>(Type A Inlet)</i>	EA	2	\$ 2,400.00	\$ 4,800.00
Catch Basins <i>(Type A Inlet over Type I Manhole Base)</i>	EA	7	\$ 2,800.00	\$ 19,600.00
15" Storm Drain Pipe	LF	760	\$ 34.00	\$ 25,840.00
18" Storm Drain Pipe	LF	170	\$ 46.00	\$ 7,820.00
Storm Drain Manholes <i>(Type I)</i>	EA	1	\$ 3,000.00	\$ 3,000.00
8" Sanitary Sewer Pipe	LF	1,160	\$ 28.00	\$ 32,480.00
4" Sewer Laterals	EA	35	\$ 600.00	\$ 21,000.00
Sewer Manholes	EA	3	\$ 4,000.00	\$ 12,000.00
Drop Manholes	EA	1	\$ 6,000.00	\$ 6,000.00
8" Water Line <i>(including all appurtenances)</i>	LF	1,310	\$ 32.00	\$ 41,920.00
1-1/2" Water Services	EA	34	\$ 2,000.00	\$ 68,000.00
2" Water Services	EA	1	\$ 2,000.00	\$ 2,000.00
Fire Hydrants	EA	3	\$ 4,000.00	\$ 12,000.00
8" Gate Valve	EA	8	\$ 1,550.00	\$ 12,400.00
Blow Off Valve	EA	2	\$ 4,000.00	\$ 8,000.00
			Total	\$ 539,000.00

**CITY OF LATHROP
PROJECT ACCEPTANCE
(GASB 34 REPORT)**

Submitted by: _____

Date: 3/16/2018

Tract No.: River Islands - Village J&K Tract 3831 (25 Lots)

<u>Item</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Amount</u>
3" AC Paving	SF	20,700	\$ 1.50	\$ 31,050.00
4.5 AC Paving	SF	8,500	\$ 2.25	\$ 19,125.00
7" Aggregate Base	SF	20,700	\$ 1.05	\$ 21,735.00
8" Aggregate Base	SF	8,500	\$ 1.20	\$ 10,200.00
Vertical Curb and Gutter <i>(With AB Cushion)</i>	LF	330	\$ 15.00	\$ 4,950.00
Roll Curb and Gutter <i>(With AB Cushion)</i>	LF	1,400	\$ 15.00	\$ 21,000.00
Concrete Sidewalk	SF	9,600	\$ 5.00	\$ 48,000.00
Driveway Approach	EA	25	\$ 600.00	\$ 15,000.00
Handicap Ramps	EA	2	\$ 2,500.00	\$ 5,000.00
Signage & Striping	LF	800	\$ 5.00	\$ 4,000.00
Survey Monuments	EA	4	\$ 300.00	\$ 1,200.00
Catch Basins <i>(Type A Inlet)</i>	EA	2	\$ 2,400.00	\$ 4,800.00
Catch Basins <i>(Type A Inlet over Type I Manhole Base)</i>	EA	3	\$ 2,800.00	\$ 8,400.00
15" Storm Drain Pipe	LF	330	\$ 34.00	\$ 11,220.00
18" Storm Drain Pipe	LF	200	\$ 46.00	\$ 9,200.00
24" Storm Drain Pipe	LF	180	\$ 65.00	\$ 11,700.00
8" Sanitary Sewer Pipe	LF	850	\$ 28.00	\$ 23,800.00
Sewer Manholes	EA	4	\$ 4,000.00	\$ 16,000.00
4" Sewer Laterals	EA	25	\$ 600.00	\$ 15,000.00
8" Water Line <i>(including all appurtenances)</i>	LF	870	\$ 32.00	\$ 27,840.00
1-1/2" Water Services	EA	25	\$ 2,000.00	\$ 50,000.00
Blow Off Valve	EA	1	\$ 4,000.00	\$ 4,000.00
8" Gate Valve	EA	3	\$ 1,550.00	\$ 4,650.00
Fire Hydrants	EA	2	\$ 4,000.00	\$ 8,000.00
			Total	\$ 376,000.00

**CITY OF LATHROP
PROJECT ACCEPTANCE
(GASB 34 REPORT)**

Submitted by: _____

Date: 3/16/2018

Tract No.: River Islands - Village J&K Tract 3832 (25 Lots)

<u>Item</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Amount</u>
3" AC Paving	SF	10,800	\$ 1.50	\$ 16,200.00
5.5 AC Paving	SF	31,800	\$ 2.75	\$ 87,450.00
7" Aggregate Base	SF	10,800	\$ 1.05	\$ 11,340.00
8" Aggregate Base	SF	31,800	\$ 1.20	\$ 38,160.00
Vertical Curb and Gutter <i>(With AB Cushion)</i>	LF	660	\$ 15.00	\$ 9,900.00
Roll Curb and Gutter <i>(With AB Cushion)</i>	LF	1,790	\$ 15.00	\$ 26,850.00
Concrete Sidewalk	SF	17,300	\$ 5.00	\$ 86,500.00
Driveway Approach	EA	25	\$ 600.00	\$ 15,000.00
Handicap Ramps	EA	4	\$ 2,500.00	\$ 10,000.00
Signage & Striping	LF	1,250	\$ 5.00	\$ 6,250.00
Survey Monuments	EA	4	\$ 300.00	\$ 1,200.00
Catch Basins <i>(Type A Inlet)</i>	EA	1	\$ 2,400.00	\$ 2,400.00
Catch Basins <i>(Type A Inlet over Type I Manhole Base)</i>	EA	6	\$ 2,800.00	\$ 16,800.00
Catch Basins <i>(Type A Inlet over Type II Manhole Base)</i>	EA	1	\$ 5,000.00	\$ 5,000.00
15" Storm Drain Pipe	LF	370	\$ 34.00	\$ 12,580.00
24" Storm Drain Pipe	LF	550	\$ 65.00	\$ 35,750.00
30" Storm Drain Pipe	LF	70	\$ 80.00	\$ 5,600.00
36" Storm Drain Pipe	LF	200	\$ 95.00	\$ 19,000.00
Manholes <i>(Type II)</i>	EA	1	\$ 5,000.00	\$ 5,000.00
8" Sanitary Sewer Pipe	LF	1,240	\$ 28.00	\$ 34,720.00
Sewer Manholes	EA	5	\$ 4,000.00	\$ 20,000.00
4" Sewer Laterals	EA	26	\$ 600.00	\$ 15,600.00
8" Water Line <i>(including all appurtenances)</i>	LF	1,280	\$ 32.00	\$ 40,960.00
1-1/2" Water Services	EA	25	\$ 2,000.00	\$ 50,000.00
2" Water Services	EA	2	\$ 2,000.00	\$ 4,000.00
Blow Off Valve	EA	1	\$ 4,000.00	\$ 4,000.00
8" Gate Valve	EA	5	\$ 1,550.00	\$ 7,750.00
Fire Hydrants	EA	3	\$ 4,000.00	\$ 12,000.00
12" Non-Potable Water Line <i>(including all appurtenances)</i>	LF	940	\$ 50.00	\$ 47,000.00
2" Non-Potable Water Services	EA	1	\$ 2,000.00	\$ 2,000.00
16" Lake Fill Line <i>(including all appurtenances)</i>	LF	1,000	\$ 50.00	\$ 50,000.00
3" Aeration Line <i>(including all appurtenances)</i>	LF	1,000	\$ 4.00	\$ 4,000.00
Butterfly Valve	EA	3	\$ 4,000.00	\$ 12,000.00
			Total	\$ 715,000.00

**CITY OF LATHROP
PROJECT ACCEPTANCE
(GASB 34 REPORT)**

Submitted by: _____

Date: 3/20/2018

Tract No.: River Islands Village M - Tract 3834 (37 Lots)

<u>Item</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Amount</u>
3" AC Paving	SF	44,800	\$ 1.50	\$ 67,200.00
4.5" AC Paving	SF	3,900	\$ 2.25	\$ 8,775.00
7" Aggregate Base	SF	44,800	\$ 1.05	\$ 47,040.00
8" Aggregate Base	SF	3,900	\$ 1.20	\$ 4,680.00
Vertical Curb and Gutter <i>(With AB Cushion)</i>	LF	870	\$ 15.00	\$ 13,050.00
Roll Curb and Gutter <i>(With AB Cushion)</i>	LF	1,950	\$ 15.00	\$ 29,250.00
Concrete Sidewalk	SF	14,100	\$ 5.00	\$ 70,500.00
Driveway Approach	EA	37	\$ 600.00	\$ 22,200.00
Handicap Ramps	EA	2	\$ 2,500.00	\$ 5,000.00
Signage & Striping	LF	1,380	\$ 5.00	\$ 6,900.00
Survey Monuments	EA	5	\$ 300.00	\$ 1,500.00
Catch Basins <i>(Type A Inlet over Type I Manhole Base)</i>	EA	6	\$ 2,800.00	\$ 16,800.00
15" Storm Drain Pipe	LF	170	\$ 34.00	\$ 5,780.00
18" Storm Drain Pipe	LF	580	\$ 46.00	\$ 26,680.00
24" Storm Drain Pipe	LF	120	\$ 65.00	\$ 7,800.00
Storm Drain Manholes <i>(Type I)</i>	EA	2	\$ 3,000.00	\$ 6,000.00
4" Sewer Laterals	EA	37	\$ 600.00	\$ 22,200.00
8" Sanitary Sewer Pipe	LF	1,090	\$ 28.00	\$ 30,520.00
Sewer Manholes	EA	5	\$ 4,000.00	\$ 20,000.00
8" Water Line <i>(including all appurtenances)</i>	LF	1,410	\$ 32.00	\$ 45,120.00
1-1/2" Water Services	EA	37	\$ 2,000.00	\$ 74,000.00
Fire Hydrants	EA	3	\$ 4,000.00	\$ 12,000.00
Blow Off Valve	EA	1	\$ 4,000.00	\$ 4,000.00
Air Release Valve	EA	2	\$ 2,500.00	\$ 5,000.00
8" GV	EA	6	\$ 1,550.00	\$ 9,300.00
			Total	\$ 561,000.00

**CITY OF LATHROP
PROJECT ACCEPTANCE
(GASB 34 REPORT)**

Submitted by: _____

Date: 3/15/2018

Tract No.: River Islands - Village G Tract 3840 (48 Lots)

<u>Item</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Amount</u>
3" AC Paving	SF	13,400	\$ 1.50	\$ 20,100.00
4.5 AC Paving	SF	61,000	\$ 2.25	\$ 137,250.00
7" Aggregate Base	SF	13,400	\$ 1.05	\$ 14,070.00
8" Aggregate Base	SF	61,000	\$ 1.20	\$ 73,200.00
Vertical Curb and Gutter <i>(With AB Cushion)</i>	LF	1,460	\$ 15.00	\$ 21,900.00
Roll Curb and Gutter <i>(With AB Cushion)</i>	LF	2,960	\$ 15.00	\$ 44,400.00
Concrete Sidewalk	SF	20,800	\$ 5.00	\$ 104,000.00
Driveway Approach	EA	48	\$ 600.00	\$ 28,800.00
Handicap Ramps	EA	9	\$ 2,500.00	\$ 22,500.00
Signage & Striping	LF	2,220	\$ 5.00	\$ 11,100.00
Survey Monuments	EA	6	\$ 300.00	\$ 1,800.00
Catch Basins <i>(Type A Inlet)</i>	EA	1	\$ 2,400.00	\$ 2,400.00
Catch Basins <i>(Type A Inlet over Type I Manhole Base)</i>	EA	12	\$ 2,800.00	\$ 33,600.00
Catch Basins <i>(Type A Inlet over Type II Manhole Base)</i>	EA	1	\$ 5,000.00	\$ 5,000.00
15" Storm Drain Pipe	LF	1,180	\$ 34.00	\$ 40,120.00
18" Storm Drain Pipe	LF	130	\$ 46.00	\$ 5,980.00
24" Storm Drain Pipe	LF	340	\$ 65.00	\$ 22,100.00
30" Storm Drain Pipe	LF	120	\$ 80.00	\$ 9,600.00
Manholes <i>(Type I)</i>	EA	1	\$ 3,000.00	\$ 3,000.00
4" Sewer Laterals	EA	49	\$ 600.00	\$ 29,400.00
8" Sanitary Sewer Pipe	LF	2,370	\$ 28.00	\$ 66,360.00
Sewer Manholes	EA	8	\$ 4,000.00	\$ 32,000.00
8" Water Line <i>(including all appurtenances)</i>	LF	2,320	\$ 32.00	\$ 74,240.00
1" Water Services	EA	1	\$ 800.00	\$ 800.00
1-1/2" Water Services	EA	48	\$ 2,000.00	\$ 96,000.00
2" Water Services	EA	4	\$ 2,000.00	\$ 8,000.00
Air Release Valve	EA	2	\$ 2,500.00	\$ 5,000.00
Blow Off Valve	EA	1	\$ 4,000.00	\$ 4,000.00
8" Gate Valve	EA	13	\$ 1,550.00	\$ 20,150.00
Fire Hydrants	EA	4	\$ 4,000.00	\$ 16,000.00
Water Sample Station	EA	1	\$ 3,000.00	\$ 3,000.00
16" Lake Fill Line <i>(including all appurtenances)</i>	LF	230	\$ 50.00	\$ 11,500.00
18" Lake Fill Line <i>(including all appurtenances)</i>	LF	390	\$ 65.00	\$ 25,350.00
3" Aeration Line <i>(including all appurtenances)</i>	LF	620	\$ 4.00	\$ 2,480.00
Butterfly Valve	EA	2	\$ 4,000.00	\$ 8,000.00
			Total	\$ 1,003,000.00

**CITY OF LATHROP
PROJECT ACCEPTANCE
(GASB 34 REPORT)**

Submitted by: _____

Date: 3/15/2018

Tract No.: River Islands - Village G Tract 3862 (52 Lots)

<u>Item</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Amount</u>
3" AC Paving	SF	24,600	\$ 1.50	\$ 36,900.00
6" Aggregate Base	SF	10,100	\$ 0.90	\$ 9,090.00
4.5" AC Paving	SF	31,600	\$ 2.25	\$ 71,100.00
7" Aggregate Base	SF	14,500	\$ 1.05	\$ 15,225.00
8" Aggregate Base	SF	28,400	\$ 1.20	\$ 34,080.00
10" Aggregate Base	SF	3,300	\$ 1.50	\$ 4,950.00
Vertical Curb and Gutter <i>(With AB Cushion)</i>	LF	1,140	\$ 15.00	\$ 17,100.00
Roll Curb and Gutter <i>(With AB Cushion)</i>	LF	2,097	\$ 15.00	\$ 31,455.00
Median Curb and Gutter <i>(With AB Cushion)</i>	LF	210	\$ 18.00	\$ 3,780.00
Concrete Sidewalk	SF	16,700	\$ 5.00	\$ 83,500.00
Driveway Approach	EA	52	\$ 600.00	\$ 31,200.00
Handicap Ramps	EA	5	\$ 2,500.00	\$ 12,500.00
Signage & Striping	LF	1,570	\$ 5.00	\$ 7,850.00
Survey Monuments	EA	5	\$ 300.00	\$ 1,500.00
Catch Basins <i>(Type A Inlet)</i>	EA	2	\$ 2,400.00	\$ 4,800.00
Catch Basins <i>(Type A Inlet over Type I Manhole Base)</i>	EA	4	\$ 2,800.00	\$ 11,200.00
Catch Basins <i>(Type A Inlet over Type II Manhole Base)</i>	EA	1	\$ 5,000.00	\$ 5,000.00
Catch Basins <i>(Type A Inlet over Type III Manhole Base)</i>	EA	1	\$ 6,500.00	\$ 6,500.00
15" Storm Drain Pipe	LF	440	\$ 34.00	\$ 14,960.00
18" Storm Drain Pipe	LF	320	\$ 46.00	\$ 14,720.00
36" Storm Drain Pipe	LF	140	\$ 95.00	\$ 13,300.00
48" Storm Drain Pipe	LF	30	\$ 125.00	\$ 3,750.00
Manholes <i>(Type I)</i>	EA	1	\$ 3,000.00	\$ 3,000.00
4" Sewer Laterals	EA	52	\$ 600.00	\$ 31,200.00
8" Sanitary Sewer Pipe	LF	1,410	\$ 28.00	\$ 39,480.00
Sewer Manholes	EA	5	\$ 4,000.00	\$ 20,000.00
8" Water Line <i>(including all appurtenances)</i>	LF	1,670	\$ 32.00	\$ 53,440.00
1-1/2" Water Services	EA	52	\$ 2,000.00	\$ 104,000.00
2" Water Services	EA	3	\$ 2,000.00	\$ 6,000.00
Blow Off Valve	EA	2	\$ 4,000.00	\$ 8,000.00
8" Gate Valve	EA	6	\$ 1,550.00	\$ 9,300.00
Fire Hydrants	EA	4	\$ 4,000.00	\$ 16,000.00
16" Lake Fill Line <i>(including all appurtenances)</i>	LF	440	\$ 50.00	\$ 22,000.00
3" Aeration Line <i>(including all appurtenances)</i>	LF	440	\$ 4.00	\$ 1,760.00
Butterfly Valve	EA	1	\$ 4,000.00	\$ 4,000.00
			Total	\$ 753,000.00

**CITY OF LATHROP
PROJECT ACCEPTANCE
(GASB 34 REPORT)**

Submitted by: _____

Date: 3/15/2018

Tract No.: River Islands - Village G Tract 3864 (45 Lots)

<u>Item</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Amount</u>
3" AC Paving	SF	8,400	\$ 1.50	\$ 12,600.00
6" Aggregate Base	SF	8,400	\$ 0.90	\$ 7,560.00
4.5" AC Paving	SF	34,500	\$ 2.25	\$ 77,625.00
8" Aggregate Base	SF	34,500	\$ 1.20	\$ 41,400.00
Vertical Curb and Gutter <i>(With AB Cushion)</i>	LF	520	\$ 15.00	\$ 7,800.00
Roll Curb and Gutter <i>(With AB Cushion)</i>	LF	1,930	\$ 15.00	\$ 28,950.00
Median Curb and Gutter <i>(With AB Cushion)</i>	LF	250	\$ 18.00	\$ 4,500.00
Concrete Sidewalk	SF	12,500	\$ 5.00	\$ 62,500.00
Driveway Approach	EA	45	\$ 600.00	\$ 27,000.00
Handicap Ramps	EA	4	\$ 2,500.00	\$ 10,000.00
Signage & Striping	LF	1,210	\$ 5.00	\$ 6,050.00
Survey Monuments	EA	8	\$ 300.00	\$ 2,400.00
Catch Basins <i>(Type A Inlet over Type I Manhole Base)</i>	EA	6	\$ 2,800.00	\$ 16,800.00
15" Storm Drain Pipe	LF	610	\$ 34.00	\$ 20,740.00
18" Storm Drain Pipe	LF	100	\$ 46.00	\$ 4,600.00
4" Sewer Laterals	EA	45	\$ 600.00	\$ 27,000.00
8" Sanitary Sewer Pipe	LF	1,060	\$ 28.00	\$ 29,680.00
Sewer Manholes	EA	6	\$ 4,000.00	\$ 24,000.00
8" Water Line <i>(including all appurtenances)</i>	LF	1,290	\$ 32.00	\$ 41,280.00
1-1/2" Water Services	EA	45	\$ 2,000.00	\$ 90,000.00
2" Water Services	EA	1	\$ 2,000.00	\$ 2,000.00
Blow Off Valve	EA	2	\$ 4,000.00	\$ 8,000.00
Air Release Valve	EA	2	\$ 2,500.00	\$ 5,000.00
8" Gate Valve	EA	4	\$ 1,550.00	\$ 6,200.00
Fire Hydrants	EA	2	\$ 4,000.00	\$ 8,000.00
2" Non-Potable Water Services	EA	1	\$ 2,000.00	\$ 2,000.00
16" Lake Fill Line <i>(including all appurtenances)</i>	LF	1,010	\$ 50.00	\$ 50,500.00
18" Lake Fill Line <i>(including all appurtenances)</i>	LF	170	\$ 65.00	\$ 11,050.00
Butterfly Valve	EA	1	\$ 4,000.00	\$ 4,000.00
3" Aeration Line <i>(including all appurtenances)</i>	LF	1,180	\$ 4.00	\$ 4,720.00
			Total	\$ 644,000.00

**CITY OF LATHROP
PROJECT ACCEPTANCE
(GASB 34 REPORT)**

Submitted by: _____

Date: 3/16/2018

Tract No.: River Islands - Village A Tract 3873 (3 Lots)

<u>Item</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Amount</u>
Driveway Approach	EA	3	\$ 600.00	\$ 1,800.00
4" Sewer Laterals	EA	3	\$ 600.00	\$ 1,800.00
1-1/2" Water Services	EA	3	\$ 2,000.00	\$ 6,000.00
			Total	\$ 9,600.00

**CITY OF LATHROP
PROJECT ACCEPTANCE
(GASB 34 REPORT)**

Submitted by: _____

Date: 3/16/2018

Tract No.: River Islands - Village F Tract 3874 (31 Lots)

<u>Item</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Amount</u>
4.5 AC Paving	SF	42,900	\$ 2.25	\$ 96,525.00
8" Aggregate Base	SF	42,900	\$ 1.20	\$ 51,480.00
Vertical Curb and Gutter <i>(With AB Cushion)</i>	LF	740	\$ 15.00	\$ 11,100.00
Roll Curb and Gutter <i>(With AB Cushion)</i>	LF	1,820	\$ 15.00	\$ 27,300.00
Concrete Sidewalk	SF	12,800	\$ 5.00	\$ 64,000.00
Driveway Approach	EA	31	\$ 600.00	\$ 18,600.00
Handicap Ramps	EA	2	\$ 2,500.00	\$ 5,000.00
Signage & Striping	LF	1,330	\$ 5.00	\$ 6,650.00
Survey Monuments	EA	3	\$ 300.00	\$ 900.00
Catch Basins <i>(Type A Inlet)</i>	EA	3	\$ 2,400.00	\$ 7,200.00
Catch Basins <i>(Type A Inlet over Type I Manhole Base)</i>	EA	5	\$ 2,800.00	\$ 14,000.00
15" Storm Drain Pipe	LF	750	\$ 34.00	\$ 25,500.00
18" Storm Drain Pipe	LF	90	\$ 46.00	\$ 4,140.00
Manholes <i>(Type I)</i>	EA	1	\$ 3,000.00	\$ 3,000.00
8" Sanitary Sewer Pipe	LF	1,240	\$ 28.00	\$ 34,720.00
Sewer Manholes	EA	5	\$ 4,000.00	\$ 20,000.00
4" Sewer Laterals	EA	31	\$ 600.00	\$ 18,600.00
8" Water Line <i>(including all appurtenances)</i>	LF	1,320	\$ 32.00	\$ 42,240.00
1-1/2" Water Services	EA	31	\$ 2,000.00	\$ 62,000.00
Air Release Valve	EA	5	\$ 2,500.00	\$ 12,500.00
8" Gate Valve	EA	5	\$ 1,550.00	\$ 7,750.00
Fire Hydrants	EA	3	\$ 4,000.00	\$ 12,000.00
			Total	\$ 545,000.00

**CITY OF LATHROP
PROJECT ACCEPTANCE
(GASB 34 REPORT)**

Submitted by: _____

Date: 3/16/2018

Tract No.: River Islands - Village F Tract 3875 (34 Lots)

<u>Item</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Amount</u>
3" AC Paving	SF	43,200	\$ 1.50	\$ 64,800.00
4.5 AC Paving	SF	24,700	\$ 2.25	\$ 55,575.00
6" Aggregate Base	SF	43,200	\$ 0.90	\$ 38,880.00
8" Aggregate Base	SF	24,700	\$ 1.20	\$ 29,640.00
Vertical Curb and Gutter <i>(With AB Cushion)</i>	LF	1,120	\$ 15.00	\$ 16,800.00
Roll Curb and Gutter <i>(With AB Cushion)</i>	LF	2,360	\$ 15.00	\$ 35,400.00
Median Curb and Gutter <i>(With AB Cushion)</i>	LF	440	\$ 18.00	\$ 7,920.00
Concrete Sidewalk	SF	17,000	\$ 5.00	\$ 85,000.00
Driveway Approach	EA	34	\$ 600.00	\$ 20,400.00
Handicap Ramps	EA	8	\$ 2,500.00	\$ 20,000.00
Signage & Striping	LF	1,740	\$ 5.00	\$ 8,700.00
Survey Monuments	EA	5	\$ 300.00	\$ 1,500.00
Catch Basins <i>(Type A Inlet)</i>	EA	2	\$ 2,400.00	\$ 4,800.00
Catch Basins <i>(Type A Inlet over Type I Manhole Base)</i>	EA	8	\$ 2,800.00	\$ 22,400.00
Catch Basins <i>(Type C Inlet)</i>	EA	2	\$ 2,400.00	\$ 4,800.00
15" Storm Drain Pipe	LF	900	\$ 34.00	\$ 30,600.00
18" Storm Drain Pipe	LF	130	\$ 46.00	\$ 5,980.00
24" Storm Drain Pipe	LF	120	\$ 65.00	\$ 7,800.00
Manholes <i>(Type I)</i>	EA	2	\$ 3,000.00	\$ 6,000.00
8" Sanitary Sewer Pipe	LF	1,560	\$ 28.00	\$ 43,680.00
Sewer Manholes	EA	5	\$ 4,000.00	\$ 20,000.00
4" Sewer Laterals	EA	35	\$ 600.00	\$ 21,000.00
8" Water Line <i>(including all appurtenances)</i>	LF	1,820	\$ 32.00	\$ 58,240.00
1-1/2" Water Services	EA	34	\$ 2,000.00	\$ 68,000.00
2" Water Services	EA	1	\$ 2,000.00	\$ 2,000.00
Blow Off Valve	EA	3	\$ 4,000.00	\$ 12,000.00
Air Release Valve	EA	1	\$ 2,500.00	\$ 2,500.00
8" Gate Valve	EA	8	\$ 1,550.00	\$ 12,400.00
Fire Hydrants	EA	3	\$ 4,000.00	\$ 12,000.00
Water Sampling Station	EA	1	\$ 3,000.00	\$ 3,000.00
			Total	\$ 722,000.00

**CITY OF LATHROP
PROJECT ACCEPTANCE
(GASB 34 REPORT)**

Submitted by: _____

Date: 3/15/2018

Tract No.: River Islands - Village D/E Tract 3892 (35 Lots)

<u>Item</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Amount</u>
4.5" AC Paving	SF	70,130	\$ 2.25	\$ 157,792.50
8" Aggregate Base	SF	70,130	\$ 1.20	\$ 84,156.00
Vertical Curb and Gutter <i>(With AB Cushion)</i>	LF	2,170	\$ 15.00	\$ 32,550.00
Roll Curb and Gutter <i>(With AB Cushion)</i>	LF	1,780	\$ 15.00	\$ 26,700.00
Type F Median Curb <i>(With AB Cushion)</i>	LF	240	\$ 18.00	\$ 4,320.00
Concrete Sidewalk	SF	18,160	\$ 5.00	\$ 90,800.00
Driveway Approach	EA	35	\$ 600.00	\$ 21,000.00
Handicap Ramps	EA	12	\$ 2,500.00	\$ 30,000.00
Signage & Striping	LF	2,230	\$ 5.00	\$ 11,150.00
Survey Monuments	EA	7	\$ 300.00	\$ 2,100.00
Catch Basins <i>(Type A Inlet over Type I Manhole Base)</i>	EA	11	\$ 2,800.00	\$ 30,800.00
Catch Basins <i>(Type A Inlet over Type II Manhole Base)</i>	EA	1	\$ 5,000.00	\$ 5,000.00
15" Storm Drain Pipe	LF	690	\$ 34.00	\$ 23,460.00
18" Storm Drain Pipe	LF	450	\$ 46.00	\$ 20,700.00
24" Storm Drain Pipe	LF	530	\$ 65.00	\$ 34,450.00
30" Storm Drain Pipe	LF	480	\$ 80.00	\$ 38,400.00
36" Storm Drain Pipe	LF	80	\$ 95.00	\$ 7,600.00
Storm Drain Manholes <i>(Type I)</i>	EA	2	\$ 3,000.00	\$ 6,000.00
Storm Drain Manholes <i>(Type II)</i>	EA	1	\$ 5,000.00	\$ 5,000.00
8" Sanitary Sewer Pipe	LF	1,080	\$ 28.00	\$ 30,240.00
12" Sanitary Sewer Pipe	LF	910	\$ 42.00	\$ 38,220.00
4" Sewer Laterals	EA	37	\$ 600.00	\$ 22,200.00
Sewer Manholes	EA	7	\$ 4,000.00	\$ 28,000.00
8" Water Line <i>(including all appurtenances)</i>	LF	2,220	\$ 32.00	\$ 71,040.00
1" Water Services	EA	1	\$ 800.00	\$ 800.00
1-1/2" Water Services	EA	36	\$ 2,000.00	\$ 72,000.00
2" Water Services	EA	4	\$ 2,000.00	\$ 8,000.00
3" Water Services	EA	1	\$ 2,000.00	\$ 2,000.00
Fire Hydrants	EA	3	\$ 4,000.00	\$ 12,000.00
8" Gate Valve	EA	17	\$ 1,550.00	\$ 26,350.00
			Total	\$ 942,828.50

**CITY OF LATHROP
PROJECT ACCEPTANCE
(GASB 34 REPORT)**

Submitted by: _____

Date: 3/15/2018

Tract No.: River Islands - Village E Tract 3893 (36 Lots)

<u>Item</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Amount</u>
4.5" AC Paving	SF	42,740	\$ 2.25	\$ 96,165.00
8" Aggregate Base	SF	42,740	\$ 1.20	\$ 51,288.00
Vertical Curb and Gutter <i>(With AB Cushion)</i>	LF	710	\$ 15.00	\$ 10,650.00
Roll Curb and Gutter <i>(With AB Cushion)</i>	LF	1,780	\$ 15.00	\$ 26,700.00
Concrete Sidewalk	SF	12,480	\$ 5.00	\$ 62,400.00
Driveway Approach	EA	37	\$ 600.00	\$ 22,200.00
Handicap Ramps	EA	4	\$ 2,500.00	\$ 10,000.00
Signage & Striping	LF	1,340	\$ 5.00	\$ 6,700.00
Survey Monuments	EA	4	\$ 300.00	\$ 1,200.00
Catch Basins <i>(Type A Inlet)</i>	EA	2	\$ 2,400.00	\$ 4,800.00
Catch Basins <i>(Type A Inlet over Type I Manhole Base)</i>	EA	5	\$ 2,800.00	\$ 14,000.00
15" Storm Drain Pipe	LF	300	\$ 34.00	\$ 10,200.00
18" Storm Drain Pipe	LF	300	\$ 46.00	\$ 13,800.00
24" Storm Drain Pipe	LF	70	\$ 65.00	\$ 4,550.00
Storm Drain Manholes <i>(Type I)</i>	EA	1	\$ 3,000.00	\$ 3,000.00
8" Sanitary Sewer Pipe	LF	1,210	\$ 28.00	\$ 33,880.00
4" Sewer Laterals	EA	36	\$ 600.00	\$ 21,600.00
Sewer Manholes	EA	5	\$ 4,000.00	\$ 20,000.00
8" Water Line <i>(including all appurtenances)</i>	LF	1,350	\$ 32.00	\$ 43,200.00
1-1/2" Water Services	EA	36	\$ 2,000.00	\$ 72,000.00
Fire Hydrants	EA	2	\$ 4,000.00	\$ 8,000.00
8" Gate Valve	EA	8	\$ 1,550.00	\$ 12,400.00
			Total	\$ 548,733.00

**CITY OF LATHROP
PROJECT ACCEPTANCE
(GASB 34 REPORT)**

Submitted by: _____

Date: 3/16/2018

Tract No.: River Islands - Village J&K Tract 3894 (22 Lots)

<u>Item</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Amount</u>
3" AC Paving	SF	10,200	\$ 1.50	\$ 15,300.00
4.5 AC Paving	SF	24,300	\$ 2.25	\$ 54,675.00
7" Aggregate Base	SF	10,200	\$ 1.05	\$ 10,710.00
8" Aggregate Base	SF	24,300	\$ 1.20	\$ 29,160.00
Vertical Curb and Gutter <i>(With AB Cushion)</i>	LF	860	\$ 15.00	\$ 12,900.00
Roll Curb and Gutter <i>(With AB Cushion)</i>	LF	1,260	\$ 15.00	\$ 18,900.00
Median Curb and Gutter <i>(With AB Cushion)</i>	LF	180	\$ 18.00	\$ 3,240.00
Concrete Sidewalk	SF	14,600	\$ 5.00	\$ 73,000.00
Driveway Approach	EA	22	\$ 600.00	\$ 13,200.00
Handicap Ramps	EA	2	\$ 2,500.00	\$ 5,000.00
Signage & Striping	LF	1,200	\$ 5.00	\$ 6,000.00
Survey Monuments	EA	6	\$ 300.00	\$ 1,800.00
Catch Basins <i>(Type A Inlet)</i>	EA	1	\$ 2,400.00	\$ 2,400.00
Catch Basins <i>(Type A Inlet over Type I Manhole Base)</i>	EA	6	\$ 2,800.00	\$ 16,800.00
15" Storm Drain Pipe	LF	240	\$ 34.00	\$ 8,160.00
18" Storm Drain Pipe	LF	410	\$ 46.00	\$ 18,860.00
24" Storm Drain Pipe	LF	450	\$ 65.00	\$ 29,250.00
8" Sanitary Sewer Pipe	LF	1,020	\$ 28.00	\$ 28,560.00
Sewer Manholes	EA	6	\$ 4,000.00	\$ 24,000.00
4" Sewer Laterals	EA	22	\$ 600.00	\$ 13,200.00
8" Water Line <i>(including all appurtenances)</i>	LF	1,110	\$ 32.00	\$ 35,520.00
1-1/2" Water Services	EA	22	\$ 2,000.00	\$ 44,000.00
8" Gate Valve	EA	4	\$ 1,550.00	\$ 6,200.00
Fire Hydrants	EA	2	\$ 4,000.00	\$ 8,000.00
			Total	\$ 479,000.00

**CITY OF LATHROP
PROJECT ACCEPTANCE
(GASB 34 REPORT)**

Submitted by: _____

Date: 3/16/2018

Tract No.: River Islands - Village K Tract 3895 (25 Lots)

<u>Item</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Amount</u>
3" AC Paving	SF	19,500	\$ 1.50	\$ 29,250.00
4.5 AC Paving	SF	11,800	\$ 2.25	\$ 26,550.00
7" Aggregate Base	SF	19,500	\$ 1.05	\$ 20,475.00
8" Aggregate Base	SF	11,800	\$ 1.20	\$ 14,160.00
Vertical Curb and Gutter <i>(With AB Cushion)</i>	LF	410	\$ 15.00	\$ 6,150.00
Roll Curb and Gutter <i>(With AB Cushion)</i>	LF	840	\$ 15.00	\$ 12,600.00
Median Curb and Gutter <i>(With AB Cushion)</i>	LF	130	\$ 18.00	\$ 2,340.00
Concrete Sidewalk	SF	10,200	\$ 5.00	\$ 51,000.00
Driveway Approach	EA	25	\$ 600.00	\$ 15,000.00
Handicap Ramps	EA	2	\$ 2,500.00	\$ 5,000.00
Signage & Striping	LF	870	\$ 5.00	\$ 4,350.00
Survey Monuments	EA	3	\$ 300.00	\$ 900.00
Catch Basins <i>(Type A Inlet over Type I Manhole Base)</i>	EA	7	\$ 2,800.00	\$ 19,600.00
15" Storm Drain Pipe	LF	430	\$ 34.00	\$ 14,620.00
18" Storm Drain Pipe	LF	160	\$ 46.00	\$ 7,360.00
24" Storm Drain Pipe	LF	320	\$ 65.00	\$ 20,800.00
8" Sanitary Sewer Pipe	LF	840	\$ 28.00	\$ 23,520.00
Sewer Manholes	EA	3	\$ 4,000.00	\$ 12,000.00
4" Sewer Laterals	EA	25	\$ 600.00	\$ 15,000.00
8" Water Line <i>(including all appurtenances)</i>	LF	880	\$ 32.00	\$ 28,160.00
1" Water Services	EA	1	\$ 800.00	\$ 800.00
1-1/2" Water Services	EA	25	\$ 2,000.00	\$ 50,000.00
Blow Off Valve	EA	1	\$ 4,000.00	\$ 4,000.00
8" Gate Valve	EA	3	\$ 1,550.00	\$ 4,650.00
Fire Hydrants	EA	2	\$ 4,000.00	\$ 8,000.00
			Total	\$ 396,000.00

**CITY OF LATHROP
PROJECT ACCEPTANCE
(GASB 34 REPORT)**

Submitted by: _____

Date: 3/16/2018

Tract No.: River Islands - Village H Tract 3903 (39 Lots)

<u>Item</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Amount</u>
3" AC Paving	SF	17,400	\$ 1.50	\$ 26,100.00
4.5" AC Paving	SF	28,900	\$ 2.25	\$ 65,025.00
7" Aggregate Base	SF	17,400	\$ 1.05	\$ 18,270.00
8" Aggregate Base	SF	28,900	\$ 1.20	\$ 34,680.00
Vertical Curb and Gutter <i>(With AB Cushion)</i>	LF	960	\$ 15.00	\$ 14,400.00
Roll Curb and Gutter <i>(With AB Cushion)</i>	LF	1,750	\$ 15.00	\$ 26,250.00
Concrete Sidewalk	SF	14,840	\$ 5.00	\$ 74,200.00
Driveway Approach	EA	39	\$ 600.00	\$ 23,400.00
Handicap Ramps	EA	2	\$ 2,500.00	\$ 5,000.00
Signage & Striping	LS	1,400	\$ 5.00	\$ 7,000.00
Survey Monuments	EA	3	\$ 300.00	\$ 900.00
Catch Basins <i>(Type A Inlet over Type I Manhole Base)</i>	EA	6	\$ 2,800.00	\$ 16,800.00
15" Storm Drain Pipe	LF	290	\$ 34.00	\$ 9,860.00
24" Storm Drain Pipe	LF	600	\$ 65.00	\$ 39,000.00
36" Storm Drain Pipe	LF	130	\$ 95.00	\$ 12,350.00
Storm Drain Manholes <i>(Type I)</i>	EA	1	\$ 3,000.00	\$ 3,000.00
8" Sanitary Sewer Pipe	LF	1,270	\$ 28.00	\$ 35,560.00
4" Sewer Laterals	EA	39	\$ 600.00	\$ 23,400.00
Sewer Manholes	EA	2	\$ 4,000.00	\$ 8,000.00
Drop Manholes	EA	2	\$ 6,000.00	\$ 12,000.00
8" Water Line <i>(including all appurtenances)</i>	LF	1,370	\$ 32.00	\$ 43,840.00
1-1/2" Water Services	EA	40	\$ 2,000.00	\$ 80,000.00
Fire Hydrants	EA	4	\$ 4,000.00	\$ 16,000.00
8" Gate Valve	EA	6	\$ 1,550.00	\$ 9,300.00
Blow Off Valve	EA	1	\$ 4,000.00	\$ 4,000.00
Total			\$	608,000.00

**CITY OF LATHROP
PROJECT ACCEPTANCE
(GASB 34 REPORT)**

Submitted by: _____

Date: 3/20/2018

Tract No.: River Islands Village M - Tract 3904 (36 Lots)

<u>Item</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Amount</u>
4.5" AC Paving	SF	38,300	\$ 2.25	\$ 86,175.00
8" Aggregate Base	SF	38,300	\$ 1.20	\$ 45,960.00
Vertical Curb and Gutter <i>(With AB Cushion)</i>	LF	780	\$ 15.00	\$ 11,700.00
Roll Curb and Gutter <i>(With AB Cushion)</i>	LF	1,410	\$ 15.00	\$ 21,150.00
Median Vertical Curb <i>(With AB Cushion)</i>	LF	410	\$ 15.00	\$ 6,150.00
Concrete Sidewalk	SF	11,000	\$ 5.00	\$ 55,000.00
Driveway Approach	EA	36	\$ 600.00	\$ 21,600.00
Handicap Ramps	EA	4	\$ 2,500.00	\$ 10,000.00
Signage & Striping	LF	1,200	\$ 5.00	\$ 6,000.00
Survey Monuments	EA	1	\$ 300.00	\$ 300.00
Catch Basins <i>(Type A Inlet over Type I Manhole Base)</i>	EA	6	\$ 2,800.00	\$ 16,800.00
15" Storm Drain Pipe	LF	150	\$ 34.00	\$ 5,100.00
18" Storm Drain Pipe	LF	450	\$ 46.00	\$ 20,700.00
24" Storm Drain Pipe	LF	150	\$ 65.00	\$ 9,750.00
30" Storm Drain Pipe	LF	200	\$ 80.00	\$ 16,000.00
Storm Drain Manholes <i>(Type II)</i>	EA	1	\$ 5,000.00	\$ 5,000.00
4" Sewer Laterals	EA	36	\$ 600.00	\$ 21,600.00
8" Sanitary Sewer Pipe	LF	1,180	\$ 28.00	\$ 33,040.00
Sewer Manholes	EA	3	\$ 4,000.00	\$ 12,000.00
8" Water Line <i>(including all appurtenances)</i>	LF	1,200	\$ 32.00	\$ 38,400.00
1-1/2" Water Services	EA	36	\$ 2,000.00	\$ 72,000.00
Fire Hydrants	EA	2	\$ 4,000.00	\$ 8,000.00
Air Release Valve	EA	2	\$ 2,500.00	\$ 5,000.00
8" GV	EA	6	\$ 1,550.00	\$ 9,300.00
			Total	\$ 537,000.00

**CITY MANAGER'S REPORT
JUNE 10, 2019, CITY COUNCIL REGULAR MEETING**

ITEM: APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT (SIA) FOR 36 LOTS IN TRACT 3997 VILLAGE "Y" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS

RECOMMENDATION: Adopt Resolution Approving Final Map for Tract 3997 Village "Y" within the Lakeside East District, Totaling 36 Single-Family Lots, Irrevocable Offer of Dedication for Portion of Norbeck Street, Garden Farms Avenue, Bosch Avenue and a Subdivision Improvement Agreement with River Islands Development, LLC

SUMMARY:

On June 1, 2015, the City approved an amendment to Vesting Tentative Map Tract 3694 (VTM 3694), Phase 1 of River Islands at Lathrop that revised conditions of approval for new development within Phase 1. On July 18, 2018, the Lathrop Planning Commission approved a Neighborhood Design Plan and Architectural Guidelines, and Design Standards (AG/DS) for the Lakeside East District (also known as "Stage 2A") within Phase 1.

On August 25, 2016, the City Community Development Department approved a Finding of Substantial Conformance for VTM 3694 for the Stage 2A sub-planning area. This action allowed minor changes in the land use pattern for VTM 3694 at the request of River Islands Development, LLC (RID).

This proposed Final Map Tract 3997 for Kiper Homes (Merchant Builder) will be the first tract map within the Village "Y" area. They are proposing thirty-six (36) 45' x 90' single-family lots. A vicinity map is included as Attachment B.

Staff recommends that the City Council approve the proposed Final Map Tract 3997 Village "Y" within the Lakeside East District, totaling 36 single-family lots, Irrevocable Offer of Dedication for Norbeck Street, Garden Farms Avenue, Bosch Avenue and a Subdivision Improvement Agreement (Attachment C) with River Islands Development, LLC.

BACKGROUND:

On March 27, 2007, the City Council approved VTM 3694 and amended VTM 3694 on June 1, 2015, with updated conditions of approval. Tract 3997 as proposed by RID, as the subdivider, complies with the most current conditions of approval.

CITY MANAGER'S REPORT **PAGE 2**
JUNE 10, 2019, CITY COUNCIL REGULAR MEETING
FINAL MAP FOR TRACT 3997 VILLAGE "Y" TOTALING 36 SINGLE-FAMILY
LOTS, IOD AND A SIA WITH RIVER ISLANDS DEVELOPMENT, LLC

The land for Tract 3997 is within the geographic boundaries of VTM 3694 (Phase 1) first approved by Council on March 27, 2007, and amended on June 1, 2015, with updated conditions of approval.

On August 25, 2016, the City Community Development Department approved a Finding of Substantial Conformance for VTM 3694 for the Stage 2A sub-planning area. This action allowed minor changes in the land use pattern for VTM 3694 at RID's request.

On July 9, 2018, the City Council approved Tract 3908, a large lot final map consistent with conditions of approval for VTM 3694. This large lot final map creates large "blocks" of land that are consistent with future proposed small lot final maps associated with the Lakeside East planning District. The approval of Tract 3908 also required the posting of security for the construction of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary which provides the primary access from the existing River Islands development to Village "Y" and the rest of the Stage 2A sub-planning area.

As required by the City's subdivision ordinance, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee certain off-site and on-site improvements. As a result, the SIA for Tract 3997 requires that security (bonds, cash or equivalent) are posted to guarantee unfinished infrastructure within Village "Y" and the adjacent Norback Street, Garden Farms Avenue and Bosch Avenue.

Although the total cost of the improvements is \$1,906,595 million (\$1,521,000 street improvements plus \$385,595 landscaping), a larger percentage of these improvements have already been constructed and do not therefore need to be guaranteed. As a result, a Performance and Labor & Materials bond have been posted for Village Y (includes Tracts 3997 and 3998) in the amount of:

Unfinished Improvement Total $\$431,595 \times 120\% = \$517,914$ (Performance Bond)
 $\$517,957 \times 50\% = \$258,957$ (Labor & Materials).

The SIA also refers to the Agreement for Dedication, Inspection, and Guarantee of Streets and Public Improvements ("Off-site Agreement") that was first approved by the City on September 30, 2013, to the extent that the Off-site Agreement is still valid for certain improvements. Other than these adjusted streets, Tract 3997 will not trigger any additional off-site improvements and the Off-site Agreement will apply to Tract 3997 as it has to all previous final maps in River Islands with no additional security for off-site improvements. Acceptance of all public improvements will be processed by staff at a later date when the unfinished improvements are complete. At that time, RID will be required to post one (1) year maintenance bonds to cover the total improvements, in the amount of \$190,660 (10% of \$1,906,595 million), as a warranty for the completed infrastructure.

CITY MANAGER’S REPORT **PAGE 3**
JUNE 10, 2019, CITY COUNCIL REGULAR MEETING
FINAL MAP FOR TRACT 3997 VILLAGE “Y” TOTALING 36 SINGLE-FAMILY
LOTS, IOD AND A SIA WITH RIVER ISLANDS DEVELOPMENT, LLC

As with all new development within Phase 1 of River Islands, Village “Y” will need to be annexed to the three different Community Facilities Districts (CFD’s) for maintenance purposes. The CFDs are for the City, RD 2062 and River Islands Public Financing Authority (RIPFA) respectively, and the annexations for Villages U, V, T, AA, BB and Y recorded with the San Joaquin County Recorder’s Office on November 2, 2018.

Finally, to provide for secondary access to Village “Y,” an Irrevocable Offer (included in Attachment D) of Dedication (IOD) for a portion of Garden Farms Avenue, Norbeck Street and Bosch Avenue. And, before Final Map Tract 3997 is recorded, RID must also satisfy the Escrow Instructions (Attachment D) that guarantee all required fees are paid.

REASON FOR RECOMMENDATION:

The applicant has completed most of the street and utility improvements within Village “Y” and the adjacent streets with some minor improvements left remaining. RID has posted security with the City for the unfinished improvements as required by the SIA. RID shall also provide a 10% (\$190,660) maintenance bond to guarantee the full improvements (completed and uncompleted) for one year once the improvements are is completed and accepted by Council. RID has provided the tract map, the tract improvement plans, all required documents and all fees for Tract 3997.

Following is a summary of documents and fees related to this subdivision:

Documents	Status
1. Final Map ready for signature	Completed
2. Subdivision Improvement Agreement	Completed
3. Performance Security – Uncompleted Landscaping and Miscellaneous Improvements provided with Tract 3997	Completed
4. Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements provided with Tract 3997	Completed
5. Street Improvement, Landscape Plans	Completed
6. Street Light, Joint Trench Plans	Completed
7. Geotechnical Report	Completed
8. Agreement for Backbone Improvements and Parks (Agreement for Dedication, Inspection and Guarantee of Streets and Public Improvements)	Completed
9. Approval of 3 rd Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency Maintenance	Completed
10. Allocation of Water and Sewer capacity	Completed

CITY MANAGER'S REPORT **PAGE 4**
JUNE 10, 2019, CITY COUNCIL REGULAR MEETING
FINAL MAP FOR TRACT 3997 VILLAGE "Y" TOTALING 36 SINGLE-FAMILY
LOTS, IOD AND A SIA WITH RIVER ISLANDS DEVELOPMENT, LLC

11. Recommendation for approval from Stewart Tract Design Review Committee	Completed
12. Submitted Certificate of Insurance, Tax Letter	Completed
13. Submitted Preliminary Guarantee of Title	Completed
14. Escrow Instructions, including IOD for portion of Norbeck Street, Garden Farms Avenue, Bosch Avenue	Completed
15. Irrevocable Offer of Dedication of Easement for Public Roadway Purposes and Public Utility Easement – Norbeck Street, Garden Farms Avenue and Bosch Avenue	Approval Pending with this item
16. Lathrop Community Facilities District (CFD's)	Annexed with FM 3989 on 10/10/18
Fees	Status
1. Final Map, Improvement Plan Check fees	Paid
2. Sierra Club Settlement fee	To be paid in escrow

The above-noted documents and fees are required by the VTM 3694 conditions of approval prior to approval of the Final Map by City Council. The guarantee is in the form of the Subdivision Improvement Agreement with security and improvement plans.

Extensive off-site improvements to serve this Tract 3997 have already been completed; including construction of levees, participation in construction of a Wastewater Treatment Plant (Consolidated Treatment Facility) and related storage ponds and sprayfields, purchase of SSJID surface water and construction of utility infrastructure to serve the proposed Tract. Additional off-site improvements that were required to serve this Final Map are detailed in the Off-site Agreement approved by the City Council in 2014.

BUDGET IMPACT:

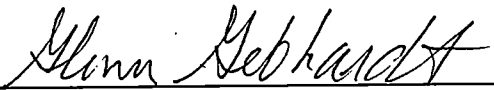
There is no budget impact to the City. All City costs are covered by development fees, and any shortfalls in City maintenance and operating costs are covered by the CFD's for maintenance. RID is also providing funds necessary to defray any staff time required to process their request.

ATTACHMENTS:

- A. Resolution Approving Final Map for Tract 3997 Village "Y" within the Lakeside East District, Totaling 36 Single-Family Lots, Irrevocable Offer of Dedication for portion of Norbeck Street, Garden Farms Avenue, Bosch Avenue and a Subdivision Improvement Agreement with River Islands Development, LLC
- B. Village "Y" Vicinity Map
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Development, LLC, a California limited liability company, for Tract 3997, Village "Y"
- D. Escrow Instructions for Final Map Tract 3997 Village "Y"

CITY MANAGER'S REPORT
JUNE 10, 2019, CITY COUNCIL REGULAR MEETING
FINAL MAP FOR TRACT 3997 VILLAGE "Y" TOTALING 36 SINGLE-FAMILY
LOTS, IOD AND A SIA WITH RIVER ISLANDS DEVELOPMENT, LLC

APPROVALS:




Glenn Gebhardt
City Engineer

5/31/19
Date



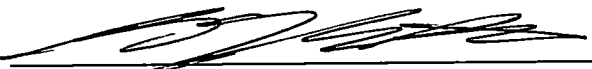
Cari James
Finance & Administrative Services Director

6/3/19
Date



Salvador Navarrete
City Attorney

6-3-19
Date



Stephen J. Salvatore
City Manager

6.3.19
Date

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 3997 VILLAGE "Y" WITHIN THE LAKESIDE EAST DISTRICT, TOTALING 36 SINGLE-FAMILY LOTS, IRREVOCABLE OFFER OF DEDICATION FOR PORTION OF NORBECK STREET, GARDEN FARMS AVENUE, BOSCH AVENUE AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH RIVER ISLANDS DEVELOPMENT, LLC

WHEREAS, on March 27, 2007, the City Council approved Vesting Tentative Map No. 3694 (VTM 3694) with Conditions of Approval for a residential and commercial development that is consistent with the West Lathrop Specific Plan (WLSP) and the River Islands Urban Design Concept (UDC); and

WHEREAS, on June 1, 2015, the City Council approved amendments to the VTM, WLSP and UDC, with amended conditions of approval; and

WHEREAS, on August 25, 2016, the City Community Development Department approved a Finding of Substantial Conformance for VTM 3694 for the Stage 2A sub-planning area that allowed minor changes in the land use pattern for VTM 3694 and the approval final maps within Stage 2A; and

WHEREAS, Tract 3997, the proposed subdivision, is part of the Lakeside East District of River Islands as described in the UDC, consisting of 36 lots covered by VTM 3694, located on the west side of the San Joaquin River, north of Union Pacific Railroad; and

WHEREAS, in its review of Tract 3997, the Stewart Tract Design Review Committee recommended approval of Tract 3997 on January 23, 2019; and

WHEREAS, River Islands Development, LLC (RID), has completed or has guaranteed completion of all public improvements on Tract Map 3997 and the adjacent streets provide access to the subdivision, including Norberck, Garden Farms Avenue and Bosch Avenue, as identified on the approved improvement plans, and has completed or guaranteed completion of all required documents and payment of all fees; and

WHEREAS, a Subdivision Improvement Agreement between the City and RID, and provision of security by RID for unfinished and deferred improvements, are required prior to final map approval per the Lathrop Municipal Code Section 16.16.190; and

WHEREAS, a Subdivision Improvement Agreement has been signed by RID and presented to the City for approval and signature; and

WHEREAS, upon acceptance of all improvements as complete, a one-year maintenance and repair bond in the amount of \$190,660 (10% of \$1.9 million) will be required to secure the RID obligation to maintain all improvements and repair or correct any defective work; and

WHEREAS, several conditions of approval of VTM 3694 are satisfied by the 3rd Amendment to the Development Agreement between the City and Califia, LLC, which the City Council approved on October 7, 2013; and

WHEREAS, off-site improvements necessary for access to Village "Y" were guaranteed with performance and labor and materials bonds posted by RID; and

WHEREAS, City staff has confirmed that all Conditions of Approval of VTM 3694 required for approval of Final Map 3997 have been met, including those Conditions of Approval satisfied under the Subdivision Improvement Agreement and Off-Site Agreement; and

WHEREAS, the City Engineer has confirmed that the Final Map for Tract 3997 is substantially the same as it appeared on VTM 3694, is technically correct, and complies with the requirements of the Subdivision Map Act and Lathrop Municipal Code, Chapter 16.16; and

WHEREAS, RID will satisfy the escrow requirements to fund the Settlement Fee prior to recordation of the Final Map for Tract 3997; and

WHEREAS, an Irrevocable Offer to Dedication ("IOD") is necessary for future City right of way associated with Norbeck Street, Garden Farms Avenue and Bosch Avenue in order to access Tract 3997; and

WHEREAS, Capital Facilities Fees are not required until such time as the builder applies for building permits.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lathrop approves the following actions:

1. That the Final Map for Tract 3997 Villages "Y" is hereby approved as submitted as part of the public record with the San Joaquin County Assessor/Recorder/County Clerk Office.
2. Staff is authorized to execute Irrevocable Offer of Dedication for portion of Norbeck Street, Garden Farms Avenue and Bosch Avenue and Subdivision Improvement Agreement with River Islands Development, LLC, in substantially the form as attached to the June 10, 2019 staff report.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 10th day of June 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney



SCHOOL SITE

TRACT 3997

VILLAGE Y

TRACT 3998

VILLAGE Z

VILLAGE X

VILLAGE CC

**VILLAGE Y
VICINITY MAP
FEBRUARY 2019**

SUBDIVISION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF LATHROP AND
RIVER ISLANDS DEVELOPMENT, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY,
FOR 36 RESIDENTIAL LOTS IN TRACT 3997 VILLAGES “Y”

RECITALS

A. This Agreement is made and entered into this **10th day of June, 2019**, by and between the CITY OF LATHROP, a municipal corporation of the State of California (hereinafter "CITY"), and River Islands Development, LLC, a California limited liability company (hereinafter "SUBDIVIDER").

B. At its meeting on May 15, 2017, CITY approved the temporary closure of Cohen and Paradise Roads associated with construction and grading activities in Stage 2 of River Islands. This approval requires SUBDIVIDER to construct a paved public roadway to connect any remaining gaps between the Paradise Road and Stewart Road intersection and the Somerston Parkway/River Islands Parkway intersection by August 1, 2020. As a result, previously provided security in the form of a Letter of Guarantee from the River Islands Public Financing Authority ("RIPFA") has guaranteed the replacement of Cohen Road and Paradise Road with a set aside of bond proceeds (Exhibit G) in the amount of \$543,600, that is available to CITY if SUBDIVIDER does not meet the deadline of August 1, 2020. Further, the amount of set aside bond proceeds shall be reduced by the City Engineer as River Islands Parkway is extended to replace these removed roadways. The closed portion of Stewart Road is not anticipated to be replaced, but it remains for now as legal access to parcels fronting Stewart Road and as emergency access. The security referenced in this recital shall remain in place for this final map and all final maps associated with this access until it is no longer necessary.

C. At its meeting on July 9, 2018, CITY approved the Tract 3908 large lot final map, which includes the Village "Y" area within Stage 2A of River Islands. The approval of Tract 3908 required security for the construction of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary. As a result, previously provided security in the form of a Letter of Guarantee from the River Islands Public Financing Authority ("RIPFA") has guaranteed the construction of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary with a set aside of bond proceeds (Exhibit H) in the amount of \$450,000, that is available to CITY if SUBDIVIDER does not meet a September 30, 2019, deadline or as may be extended by CITY. The security referenced in this recital shall remain in place for this final map and all final maps associated with it until River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary is fully constructed and accepted into use by CITY.

D. Pursuant to Division 2 of Title 7 of the Government Code of the State of California and CITY's Subdivision Regulations (City of Lathrop, Code of Ordinances, Chapter 16), SUBDIVIDER is required to make dedications and improve Tract 3997. However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tracts 3997 and Tract 3998 (Village "Y") located within the Lakeside East District of River Islands Phase 1, which also includes major streets necessary to access the site. The unfinished portion of improvements total \$431,595 and both performance and labor and materials security is required by the Lathrop Subdivision Ordinance and the Subdivision Map Act will be posted as outlined in this Tract 3997 (Village "Y") Subdivision Improvement Agreement.

E. SUBDIVIDER has completed the joint trench improvements for Tract 3997 and Tract 3998 and no further required security as outlined in this Agreement is required.

F. Access to Village "Y" requires an Irrevocable Offer of Dedication for Easement for Roadway Purposes ("IOD") for Norbeck Street, Garden Farms Avenue and Bosch Avenue. Therefore, this IOD shall be required in addition to the dedications of right of way required with the approval of the final map for Tract 3997 itself. This IOD is included as Exhibit I to this Agreement, and will be recorded concurrently with Final Map for Tract 3997.

NOW THEREFORE, in consideration of CITY's pending approval and acceptance of the Improvements upon their satisfactory completion, and in consideration of SUBDIVIDER's construction of Improvements in strict accordance with the terms of this Agreement, all applicable laws, statutes, ordinances, rules, and regulations currently in force and effect in CITY, the terms and conditions of which are incorporated herein by this reference, the parties hereto mutually covenant and agree as follows:

1. SUBDIVIDER shall complete construction of, or cause construction to be completed at its sole cost and expense, the Improvements for all of the lots within the Lakeside East neighborhood, to the limits identified on Exhibit A including the public landscaping, streetlight, and joint trench improvements. All improvements shall be constructed to the satisfaction and approval of the City Engineer, in a good and workmanlike manner in accordance with the above-referenced improvement plans and specifications, the improvement standards and specifications of the CITY's Department of Public Works, the applicable Ordinances of the City of Lathrop, and the California Subdivision Map Act.

2. SUBDIVIDER shall complete the Improvements, including all deferred and unfinished improvements, prior to occupancy of the last home constructed in Tract 3997 that is conveyed to a private interest not associated with the transfer of title of Tract 3997 associated with the filing of Tract 3997 (homebuilder) or prior to the completion and occupancy of the last production dwelling unit associated with Tract 3997, whichever comes first. Such occupancy shall be documented by CITY in the form of a Certificate of Occupancy or Final Building Permit.

3. CITY, or its agent(s), shall at any time during the progress of the Improvements have free access thereto and shall be allowed to examine the same and all material to be used therein. If the Improvements or any part thereof are not completed in strict compliance with the standards set forth in Paragraph 1 above, CITY may refuse to accept and may reject the defective Improvements and/or materials therein.

4. SUBDIVIDER shall secure the services of skilled personnel necessary to construct the Improvements. CITY is not skilled in these matters and relies upon the skill of SUBDIVIDER to ensure that the construction of the Improvements is in the most skillful and durable manner.

5. CITY's acceptance of the Improvements does not operate as a release of SUBDIVIDER from any guarantee hereunder.

6. SUBDIVIDER guarantees and warrants that the Improvements shall be constructed in compliance with the standards set forth in Paragraph 1 above, free from any defects in work or labor done and from any defects in materials furnished. Further, SUBDIVIDER shall repair and maintain the Improvements in good condition and in accordance with CITY specifications for one (1) year after CITY's acceptance of the Improvements. As required by this Agreement, prior to acceptance of the Improvements, SUBDIVIDER shall deposit with the City Engineer a Maintenance Bond in the amount of **\$190,660**, equal to 10% of the estimated cost of the Improvements for the Village "Y" entire area (**\$1,906,595**) as included in the Engineer's estimate attached to this Agreement as Exhibit F, to insure SUBDIVIDER's repair and maintenance of the Improvements in accordance with the terms of this Agreement. The Maintenance Bond shall be released at the end of the one-year guarantee period provided there are no claims against it are then outstanding.

7. Because some of the backbone improvements referenced in Recitals B and C are required to provide access and to Tract 3997 and are associated with adjacent tracts as otherwise described in this Agreement, as well as the "Agreement for Dedication, Inspection and Guarantee of Public Streets and Improvements ("2013 Agreement"), approved by CITY on September 30, 2013, the security required by the 2013 Agreement shall remain in place for the following:

Rehabilitation of the pavement on Stewart/Cohen and Paradise Roads within the limits of Stewart Tract, as detailed on the attached Exhibit "D" are now open to the public, and rehabilitation is guaranteed by a performance bond. Full improvement and acceptance of these streets shall be completed prior to release of security previously posted by SUBDIVIDER.

8. If SUBDIVIDER, in whole or in part, abandons the Improvements, unnecessarily, or unreasonably delays construction of the Improvements, fails to complete construction of the Improvements within the time specified in this Agreement, or fails to repair, replace or reconstruct any defects, as set forth in Paragraph 6 above, CITY may, but is not required to, proceed to complete and/or repair, replace, or reconstruct the Improvements, either by itself or by contract for such service, and CITY may cause to be forfeited such portion of any security deposited therein as is necessary to cover the costs of completion, repair, replacement, or reconstruction incurred by CITY.

Once action is taken by CITY to complete, repair, replace, and/or reconstruct the Improvements, SUBDIVIDER shall be responsible for all costs incurred by CITY, even if SUBDIVIDER subsequently completes the work.

CITY shall have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security (including but not limited to any Letter of Guarantee, Certificate of Deposit, cash, bond for performance, labor and materials and repair and maintenance, letter of credit or cash deposit) therefore is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Government Code Section 66499.4, incurred by CITY in addition to the costs of the improvements shall be a proper charge against the security and SUBDIVIDER. In the event it becomes necessary for CITY to bring an action to compel performance of this Agreement or to recover costs of completing such improvements, SUBDIVIDER shall pay reasonable attorney's fees, costs of suit, and all other expenses of litigation incurred by CITY in connection therewith.

9. Because the Improvements are not entirely complete, SUBDIVIDER is required to only post Performance or Labor & Materials bonds to guarantee the unfinished improvements associated with Tract 3997 and Tract 3998 as included and described in Exhibit E of this Agreement. The amount of the security shall be equal to a performance bond equal to 120% of the amount of unfinished improvements as shown in Exhibit E ($\$431,595 \times 120\% = \$517,914$ – performance bond amount) as indicated in Recital D. The corresponding labor and materials bond amount shall be 50% of the performance bond amount ($\$517,914 \times 50\% = \$258,957$), also as indicated in Recital D. Further, SUBDIVIDER shall also comply with CITY's insurance requirements set forth on Exhibit C attached hereto and incorporated herein.

10. Any alteration(s) made to the plans and specifications which are a part of this Agreement or any provision of this Agreement shall not operate to release any surety or sureties from liability on any bond or bonds attached hereto and made a part thereof. The above-referenced sureties hereby consent to such alterations and waive the provisions of California Civil Code Section 2819.

11. Neither CITY nor any of its officers, employees, or agents shall be liable to SUBDIVIDER, and/or SUBDIVIDER's agents, contractors, or subcontractors for any error or omission arising out of or in connection with any work to be performed under this Agreement.

12. Neither CITY nor any of its officers, employees, or agents, shall be liable to SUBDIVIDER or to any person, entity, or organization for any injury or damage that may result to any person or property by or from any cause in, on, or about the subdivision of all or any part of the land covered by this Agreement.

13. SUBDIVIDER hereby agrees to, and shall hold CITY, its elective and appointive boards, commissions, officers, agents, and employees (collectively "Indemnitees") harmless from any liability for damage or claims which may arise from SUBDIVIDER and/or SUBDIVIDER's contractors, subcontractors, agents, or employees' operations under this Agreement, whether such operations be by SUBDIVIDER or by any SUBDIVIDER contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, SUBDIVIDER or any of SUBDIVIDER's contractors or subcontractors. SUBDIVIDER shall, at its own cost and expense, defend any and all actions, suits, or legal proceedings or any type that may be brought or instituted against CITY and indemnities on any claim or demand, of any nature whatsoever, and pay or satisfy any judgment that may be rendered against CITY and the Indemnitees in any such action, suit, or legal proceedings resulting from or alleged to have resulted from SUBDIVIDER's performance or non-performance of its duties and obligations under this Agreement or from the negligent act or omission of itself, its agents, contractors, representatives, servants, or employees. The promises and Agreement to indemnify and hold harmless set forth in this section is not conditioned or dependent on whether or not any indemnity has prepared, supplied, or approved any plan or specification in connection with this work or subdivision, whether or not any such indemnity has insurance or indemnification covering any of these matters. CITY does not and shall not waive any rights against SUBDIVIDER which it may have by reason of the aforesaid hold harmless agreement because of the acceptance by CITY of any deposit with CITY by SUBDIVIDER. The aforesaid hold harmless agreement by SUBDIVIDER shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not CITY has prepared, supplied, or approved of plans and/or specifications for the subdivision.

14. Neither SUBDIVIDER nor any of SUBDIVIDER's agents, contractors, or subcontractors are or shall be considered to be agents of CITY in connection with the performance of SUBDIVIDER's obligations under this Agreement.

15. Prior to acceptance of the Improvements by the City Council, SUBDIVIDER shall be solely responsible for maintaining the quality of the Improvements and maintaining safety at the project site. The SUBDIVIDER's obligation to provide the Improvements shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied, and all outstanding fees and charges have been paid, and the City Council has accepted the Improvements as complete. CITY and SUBDIVIDER have formed Community Facilities Districts ("CFDs") to finance maintenance and improvements. CITY expects to preserve the ability to use future special taxes of the CFD for payment of the cost of acquisition of the Improvements, which may require that acceptance of improvements by CITY be subject to the provisions of an acquisition agreement to be entered into by CITY and SUBDIVIDER providing that CITY expects to be paid or reimbursed acquisition costs through future CFD special taxes. SUBDIVIDER shall cooperate to facilitate such method of acquisition.

16. SUBDIVIDER shall pay service fees for the utility services from the time the Improvements are accepted by CITY to the end of the fiscal year, or up to a one (1) year period, whichever is needed to ensure an opportunity for the Improvements to be included in the next fiscal year annual assessment.

17. SUBDIVIDER shall be responsible to sweep streets within the subdivision every two weeks as directed by the City Engineer on all streets where lots are occupied and all streets providing access to occupied lots until the Improvements are accepted by CITY.

18. SUBDIVIDER shall not assign this Agreement without the prior written consent of CITY. If such consent is given, the terms of this Agreement shall apply to and bind the heirs, successors, executors, administrators, and assignees of SUBDIVIDER; and any heirs, successors, executors, administrators, and assignees of SUBDIVIDER and shall be jointly and severally liable hereunder.

19. SUBDIVIDER shall, at SUBDIVIDER's expense, obtain and maintain all necessary permits and licenses for construction of the Improvements. Prior to the commencement of Improvement construction, SUBDIVIDER shall obtain a City of Lathrop Business License. SUBDIVIDER shall comply with all local, state, and federal laws whether or not said laws are expressly stated in this Agreement.

20. This Agreement and any amendments hereto comprise the entire understanding and agreement between the parties regarding the improvements to be constructed and dedications for Tract 3997 and Tract 3998.

21. The following miscellaneous provisions are applicable to this Agreement:

a. 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.

b. Definitions. The definitions and terms are as defined in this Agreement.

c. 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.

d. 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.

e. Incorporation of Documents. All documents referred to herein and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated herein and shall be deemed to be part of this Agreement.

f. 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.

g. 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.

h. Successors and Assigns. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.

i. Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any day observed as a legal holiday by CITY, the time for performance shall be extended to the following business day.

j. Venue. In the event either party brings that suit 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.

ATTACHMENTS:

- EXHIBIT A FINAL MAP - TRACT 3997
 - EXHIBIT B TRACT 3997 AND VILLAGE Y AREA
 - EXHIBIT C: CITY INSURANCE REQUIREMENTS
 - EXHIBIT D: COHEN/PARADISE/STEWART REHABILITATION MAP
 - EXHIBIT E: UNFINISHED IMPROVEMENT COST ESTIMATE
 - EXHIBIT F: VILLAGE Y IMPROVEMENTS ENGINEER'S ESTIMATE
 - EXHIBIT G: RIPFA LETTER OF GUARANTEE - INTERIM PUBLIC ACCESS WITHIN THE STAGE 2A DEVELOPMENT AREA
 - EXHIBIT H: RIPFA LETTER OF GUARANTEE - RIVER ISLANDS PARKWAY WITHIN THE STAGE 2A DEVELOPMENT AREA
 - EXHIBIT I: IRREVOCABLE OFFER OF DEDICATION FOR NORBECK STREET, GARDEN FARMS AVENUE & BOSCH AVENUE
 - EXHIBIT J: UTILITY CAPACITY GUARANTEES
-

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this **10th day of June, 2019**, at Lathrop, California.

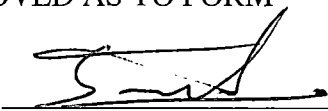
ATTEST: TERESA VARGAS
City Clerk of and for the City
of Lathrop, State of California

CITY OF LATHROP, a
municipal corporation of the
State of California

BY: _____
Teresa Vargas Date
City Clerk

BY: _____
Stephen J. Salvatore Date
City Manager

APPROVED AS TO FORM

BY:  6-3-19
Salvador Navarrete Date
City Attorney

River Islands Development, LLC,
a California limited liability company

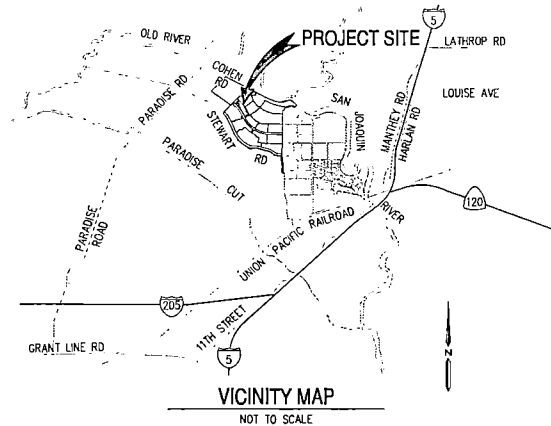
BY: _____
Susan Dell'Osso Date
President
"SUBDIVIDER"

EXHIBIT A

FINAL MAP - TRACT 3997

TRACT 3997 RIVER ISLANDS - STAGE 2A VILLAGE Y

A PORTION OF RANCHO EL PASCADERO, BEING
A SUBDIVISION OF PARCEL 11 OF TRACT 3908 (43 M&P 52),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
SEPTEMBER 2018



OWNER'S STATEMENT

THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE OWNERS OF ALL THE LAND DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HEREIN EMBODIED FINAL MAP ENTITLED, "TRACT 3997, RIVER ISLANDS, STAGE 2A, VILLAGE Y", CITY OF LATHROP, CALIFORNIA, CONSISTING OF ELEVEN (11) SHEETS, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE UNDERSIGNED DOES HEREBY DEDICATE AN EASEMENT TO THE CITY OF LATHROP FOR PUBLIC RIGHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS REMBRANDT DRIVE, HEMSWORTH COURT, AND LOCKBORNE COURT, AS SHOWN ON THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN, POLES, WIRES, CABLES, PIPES, AND CONDUITS AND THEIR APPURTENANCES UPON, OVER AND UNDER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "P.U.E." (PUBLIC-UTILITY EASEMENT).

THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP A NON-EXCLUSIVE EASEMENT FOR THE PURPOSES OF REPAIR AND MAINTENANCE OF THE SOUND WALL FOR THE AREAS DESIGNATED AS "WALL EASEMENT" (W.E.) AS SHOWN ON THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP, IN FEE, PARCEL A FOR PURPOSES OF OPEN SPACE, INCLUDING PUBLIC UTILITIES, STORM DRAIN FACILITIES, SANITARY SEWER FACILITIES, FENCE MAINTENANCE, AND APPURTENANCES THERETO, FOR THE BENEFIT OF THE PUBLIC, AS SHOWN ON THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY RELINQUISH TO THE CITY OF LATHROP ALL ABUTTERS RIGHT OF ACCESS TO LOTS 1, 14, 15 AND 27, ALONG THE LOT LINES AS INDICATED BY THE SYMBOL /////// AS SHOWN ON THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY RESERVE PARCELS 1 AND 2 FOR FUTURE DEVELOPMENT.

OWNER: RIVER ISLANDS DEVELOPMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY.

BY: _____ DATE _____
NAME: SUSAN DELL'OSSO
ITS: PRESIDENT

DATED THIS ____ DAY OF _____, 201__

OLD REPUBLIC TITLE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED DECEMBER 22, 2016, AS DOCUMENT NUMBER 2016-160886, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

BY: _____
NAME: _____
ITS: _____

ACKNOWLEDGEMENT CERTIFICATE (OWNER'S)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF CALIFORNIA }
COUNTY OF SAN JOAQUIN }

ON _____, 201__ BEFORE ME, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(DIES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE: _____
NAME (PRINT): _____
PRINCIPAL COUNTY OF BUSINESS: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

CITY CLERK'S STATEMENT

I, TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED MAP ENTITLED "TRACT 3997, RIVER ISLANDS, STAGE 2A, VILLAGE Y", CITY OF LATHROP, CALIFORNIA, CONSISTING OF ELEVEN (11) SHEETS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF _____, 201__, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. _____ DULY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP, AND AUTHORIZED ITS RECORDATION, AND ACCEPTED ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, WALL EASEMENTS, PARCEL A, AND THE RELINQUISHMENT OF ACCESS RIGHTS TO LOTS 1, 14, 15, AND 27 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL ///////, AND ACCEPTED THE OFFER OF DEDICATION OF ALL STREETS, AVENUES AND WAYS AS SHOWN ON SAID MAP SUBJECT TO THE IMPROVEMENTS BEING COMPLETED IN ACCORDANCE WITH CHAPTER 16, TITLE 16.16 OF THE CITY OF LATHROP MUNICIPAL CODE.

I FURTHER STATE THAT ALL BONDS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP, IF APPLICABLE, HAVE BEEN APPROVED BY THE CITY COUNCIL OF LATHROP AND FILED IN MY OFFICE.

TERESA VARGAS
CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA

ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF CALIFORNIA }
COUNTY OF SAN JOAQUIN }

ON _____, 201__ BEFORE ME, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(DIES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE: _____
NAME (PRINT): _____
PRINCIPAL COUNTY OF BUSINESS: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

EXEMPT FROM FEE PER GOVERNMENT CODE 27388.1: DOCUMENT RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO TENTATIVE MAP NO. 3694 APPROVED BY THE PLANNING COMMISSION.

DATED THIS ____ DAY OF _____, 201__

MARK WEISSNER, COMMUNITY DEVELOPMENT DIRECTOR
CITY OF LATHROP

CITY ENGINEER'S STATEMENT

I, GLENN GEBHARDT, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 3997, RIVER ISLANDS, STAGE 2A, VILLAGE Y", CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE VESTING TENTATIVE MAP NO. 3694, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL APPLICABLE ORDINANCES OF THE CITY OF LATHROP, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF VESTING TENTATIVE MAP.

DATED THIS ____ DAY OF _____, 201__

GLENN GEBHARDT, R.C.E. 34681
CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA



RECORDER'S STATEMENT

FILED THIS ____ DAY OF _____, 201__, AT _____ M,
IN BOOK ____ OF MAPS AND PLATS, AT PAGE _____, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

FEE: \$ _____

STEVE BESTOLARIDES
ASSESSOR-RECORDER-COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA

BY: _____
ASSISTANT/DEPUTY RECORDER

CITY SURVEYOR'S STATEMENT

I, LAWRENCE GOSSETT, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 3997, RIVER ISLANDS, STAGE 2A, VILLAGE Y", CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 201__.

LAWRENCE GOSSETT, P.E. 31695



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF RIVER ISLANDS DEVELOPMENT, LLC, ON JUNE 25, 2016. I HEREBY STATE ALL THE MONUMENTS ARE THE CHARACTER AND OCCURRY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2023, AND THAT THE MONUMENTS ARE, OR THAT THEY WILL BE, SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 201__.

DYLAN CRAWFORD, P.L.S. NO 7788



NOTES

- RIGHT TO FARM STATEMENT:
PER CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.48.04, THE CITY OF LATHROP PERMITS OPERATION OF PROPERLY CONDUCTED AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESTICIDES. YOU ARE HEREBY NOTIFIED THAT THE PROPERTY YOU ARE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS. YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATIONS, CULTIVATION, PLOWING, SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DEPREDAATION, AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODOR, RODENTS AND PESTS. BE AWARE ALSO, THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. CONSEQUENTLY, DEPENDING ON THE LOCATION OF YOUR PROPERTY, IT MAY BE NECESSARY THAT YOU BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.
- A SOILS REPORT ENTITLED "GEOTECHNICAL EXPLORATION, RIVER ISLANDS PHASE 1, LATHROP, CALIFORNIA", REFERENCED AS PROJECT NO. 5044.5.001.01 AND DATED JULY 28, 2005, HAS BEEN PREPARED FOR THIS PROJECT BY ENGO, INCORPORATED, JOSEF J. TOOTLE, G.E. NO. 2677, AND IS ON FILE WITH THE CITY OF LATHROP.
- TRACT 3997, RIVER ISLANDS, STAGE 2A, VILLAGE Y, CONTAINS 36 RESIDENTIAL LOTS, AND 1 LETTERED PARCEL CONTAINING 7.29 ACRES, MORE OR LESS, INCLUDING ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP, AND PARCELS 1 AND 2 CONTAINING 3.55 ACRES, MORE OR LESS, ALL AS SHOWN ON THIS FINAL MAP (PLEASE REFER TO THE AREA TABLE BELOW):

TRACT 3997 AREA SUMMARY	
LOTS 1 THROUGH 36	3.53 AC±
PARCEL A	1.77 AC±
PARCELS 1 AND 2	3.55 AC±
STREET DEDICATIONS	1.99 AC±
TOTAL	10.84 AC±

- BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1614020234-KB (VERSION 2), DATED SEPTEMBER 21, 2018, PROVIDED BY OLD REPUBLIC TITLE COMPANY.
- OFFSITE ACCESS IS SHOWN ON THIS FINAL MAP AS NORDBECK STREET (FUTURE), GARDEN FARMS AVENUE (FUTURE), AND BOSCH AVENUE (FUTURE), AS SHOWN ON SHEETS 6 THROUGH 11, HEREIN. SAID OFFSITE ACCESS IS BEING CREATED BY SEPARATE DOCUMENT TO BE RECORDED CONCURRENTLY WITH THIS FINAL MAP.

**TRACT 3997
RIVER ISLANDS - STAGE 2A
VILLAGE Y**

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 11 OF TRACT 3908 (43 M&P 52),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
SEPTEMBER 2018



REFERENCES

- (R1) RECORD OF SURVEY FILED AUGUST 4, 2004, IN BOOK 35 OF SURVEYS, PAGE 142, AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED JULY 15, 2005 AS DOCUMENT NUMBER 2005-171264, S.J.C.R. (35 SURVEYS 142)
- (R2) TRACT 3876, FILED MARCH 31, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 56, S.J.C.R. (42 M&P 56)
- (R3) GRANT DEED RECORDED MARCH 30, 2001, AS DOCUMENT NUMBER 2001-046177, S.J.C.R.
- (R4) GRANT DEED RECORDED JANUARY 11, 2016, AS DOCUMENT NUMBER 2016-004077, S.J.C.R.
- (R5) GRANT DEED RECORDED JUNE 3, 2016, AS DOCUMENT NUMBER 2016-063962, S.J.C.R.
- (R6) GRANT DEED RECORDED JUNE 3, 2016, AS DOCUMENT NUMBER 2016-064006, S.J.C.R.
- (R7) GRANT DEED RECORDED JUNE 6, 2005, AS DOCUMENT NUMBER 2005-134736, S.J.C.R.
- (R8) TRACT 3826, FILED SEPTEMBER 1, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 67, S.J.C.R. (42 M&P 67)
- (R9) TRACT 3828, FILED AUGUST 24, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 65, AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED AUGUST 31, 2016, AS DOCUMENT NUMBER 2016-102979, S.J.C.R. (42 M&P 65)
- (R10) TRACT 3832, FILED AUGUST 24, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 66, S.J.C.R. (42 M&P 66)
- (R11) TRACT 3834, FILED DECEMBER 21, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 72, S.J.C.R. (42 M&P 72)
- (R12) UNFILED MAP ENTITLED "CALIFORNIA IRRIGATED FARMS, UNIT NO. 3 PESCADERO COLONY BEING RECLAMATION DISTRICT NO. 2062, SURVEYED APRIL AND MAY 1929 BY DHM AND RAAB, DATED NOVEMBER 7, 1929, FILED IN THE OFFICE OF THE SAN JOAQUIN COUNTY SURVEYOR.
- (R13) PARCEL MAP 06-03-PM, FILED OCTOBER 23, 2006, IN BOOK 24 OF PARCEL MAPS, PAGE 51, S.J.C.R. (24 PM 51)
- (R14) TRACT 3836, FILED MARCH 15, 2017, IN BOOK 42 OF MAPS AND PLATS, PAGE 84, S.J.C.R. (42 M&P 84)
- (R15) TRACT 3893, FILED JUNE 1, 2017, IN BOOK 42 OF MAPS AND PLATS, PAGE 86, S.J.C.R. (42 M&P 86)
- (R16) TRACT 3895, FILED JUNE 20, 2017, IN BOOK 42 OF MAPS AND PLATS, PAGE 89, S.J.C.R. (42 M&P 89)
- (R17) TRACT 3838, FILED NOVEMBER 30, 2017, IN BOOK 43 OF MAPS AND PLATS, PAGE 12, AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED OCTOBER 16, 2018, AS DOCUMENT NUMBER 2018-114854, S.J.C.R. (43 M&P 12)
- (R18) TRACT 3875, FILED SEPTEMBER 22, 2017, IN BOOK 42 OF MAPS AND PLATS, PAGE 100, S.J.C.R. (42 M&P 100)
- (R19) TRACT 3831, FILED JANUARY 23, 2018, IN BOOK 43 OF MAPS AND PLATS, PAGE 16, S.J.C.R. (43 M&P 16)
- (R20) TRACT 3912, FILED FEBRUARY 7, 2018, IN BOOK 43 OF MAPS AND PLATS, PAGE 19, S.J.C.R. (43 M&P 19)
- (R21) GRANT DEED RECORDED JUNE 3, 2016, AS DOCUMENT NUMBER 2016-063963, S.J.C.R.
- (R22) TRACT 3908, RIVER ISLANDS, STAGE 2A, LARGE LOT FINAL MAP, FILED SEPTEMBER 20, 2018, IN BOOK 43 OF MAP AND PLATS, PAGE 52, S.J.C.R. (43 M&P 52)

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

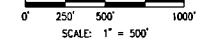
- RECLAIMED ISLANDS LAND COMPANY, RESERVATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2001-046177, S.J.C.R.

LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 3 THROUGH 5 ONLY

LINE TABLE			LINE TABLE			CURVE TABLE			CURVE TABLE				
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH	CURVE #	RADIUS	DELTA	LENGTH	CURVE #	RADIUS	DELTA	LENGTH
L1	N74°32'00"W	42.43'	L13	N54°05'19"W	34.94'	C1	2328.00	1°07'07"	45.45'	C11	2100.00	1°02'12"	38.00'
L2	N45°30'34"E	165.00'	L14	N54°05'19"W	43.17'	C2	17.00	68°59'35"	19.88'	C12	2100.00	5°47'08"	212.05'
L3	N8°39'42"W	29.10'	L15	N43°21'28"E	19.57'	C3	50.00	193°56'28"	169.25'	C13	2163.00	3°09'31"	119.24'
L4	N86°31'38"E	34.82'	L16	N40°39'30"E	117.83'	C4	720.00	8°13'12"	103.30'	C14	42.00	97°28'51"	71.46'
L5	N47°37'08"W	21.62'	L17	N54°38'13"W	14.93'	C5	2570.00	2°22'34"	106.58'	C15	750.00	9°31'49"	124.75'
L6	N11°13'59"E	35.74'	L18	N60°28'00"E	93.00'	C6	87.00	15°12'13"	23.09'	C16	36.00	67°11'41"	42.22'
L7	N33°08'53"W	60.00'	L19	N29°32'00"W	74.00'	C7	113.00	15°12'13"	29.98'	C17	105.00	34°13'01"	62.71'
L8	N77°31'43"W	35.74'	L20	N15°28'00"E	42.43'	C8	2100.00	5°07'38"	187.92'	C18	30.00	45°09'56"	23.85'
L9	N15°28'00"E	35.36'	L21	N29°32'00"W	180.52'	C9	2100.00	28°45'05"	1053.79'				
L10	N60°28'00"E	214.00'	L22	N29°32'00"W	113.52'	C10	2100.00	26°35'17"	974.50'				
L11	N60°28'00"E	85.55'											
L12	N68°39'11"W	61.05'											

TRACT 3997 RIVER ISLANDS - STAGE 2A VILLAGE Y

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 11 OF TRACT 3908 (43 M&P 52),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
SEPTEMBER 2018



THIS SHEET SHOWS TIES TO THE BASIS OF BEARINGS
AND OTHER MAPS OF RECORD. REFER TO SHEET 4 FOR
THE BOUNDARY OF TRACT 3997

- LEGEND (SHEETS 3 THROUGH 5 ONLY)**
- ⊙ MONUMENT TO BE SET PER (R17), UNLESS OTHERWISE NOTED
 - ⊙ MONUMENT TO BE SET PER (R22)
 - 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER (R22), UNLESS OTHERWISE NOTED
 - ⊗ MONUMENT PER TRACT 3834 (R11)
 - △ 2-1/2" BRASS DISK STAMPED "PLS 7788" TO BE SET PER (R22)
 - BOUNDARY
 - LOT LINE OR RIGHT-OF-WAY LINE
 - - - EASEMENT LINE
 - - - CENTERLINE
 - - - MONUMENT LINE
 - 200.00' (R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
 - (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
 - (M-M) MONUMENT TO MONUMENT
 - (R) RADIAL BEARING
 - (T) TOTAL
 - (B) BOUNDARY
 - DN DOCUMENT NUMBER
 - O.R. OFFICIAL RECORD
 - MON MONUMENT
 - ① EASEMENT REFERENCE NUMBER - SEE THIS SHEET

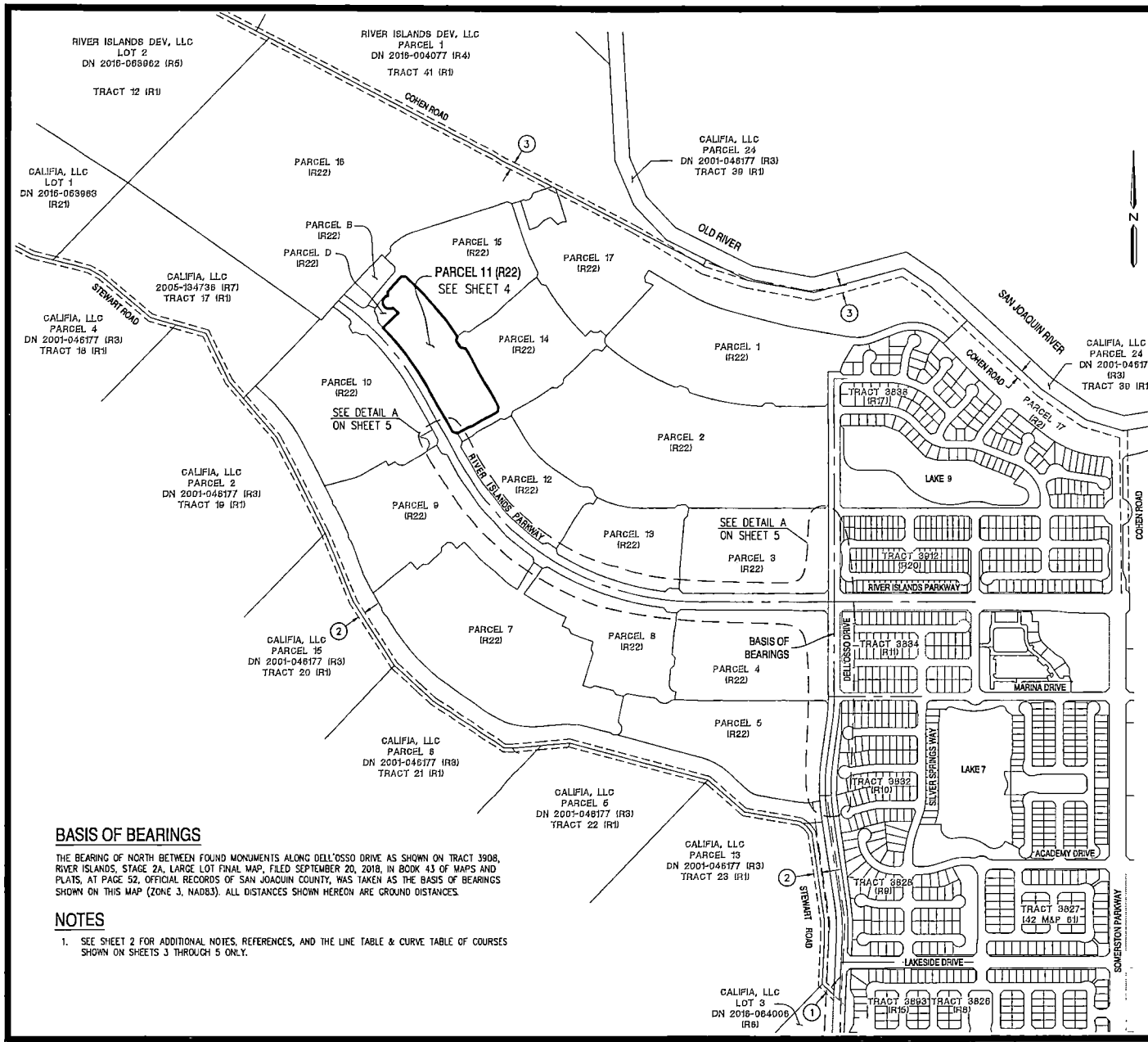
- EASEMENTS**
- ① 60' WIDE ROADWAY EASEMENT IN FAVOR OF CITY OF LATHROP PER 199 O.R. 212, S.J.C.R. (STEWART ROAD). (DOES NOT AFFECT THE SUBJECT PROPERTY)
 - ② 60' WIDE ROADWAY EASEMENT IN FAVOR OF CITY OF LATHROP PER 199 O.R. 335, S.J.C.R. (STEWART ROAD). (DOES NOT AFFECT THE SUBJECT PROPERTY)
 - ③ 60' WIDE ROADWAY EASEMENT IN FAVOR OF CITY OF LATHROP PER 408 O.R. 95, S.J.C.R. (COHEN ROAD). (DOES NOT AFFECT THE SUBJECT PROPERTY).

BASIS OF BEARINGS

THE BEARING OF NORTH BETWEEN FOUND MONUMENTS ALONG DELL'OSSO DRIVE AS SHOWN ON TRACT 3908, RIVER ISLANDS, STAGE 2A, LARGE LOT FINAL MAP, FILED SEPTEMBER 20, 2018, IN BOOK 43 OF MAPS AND PLATS, AT PAGE 52, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP (ZONE 3, NAD83). ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

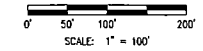
NOTES

1. SEE SHEET 2 FOR ADDITIONAL NOTES, REFERENCES, AND THE LINE TABLE & CURVE TABLE OF COURSES SHOWN ON SHEETS 3 THROUGH 5 ONLY.



TRACT 3997 RIVER ISLANDS - STAGE 2A VILLAGE Y

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 11 OF TRACT 3908 (43 M&P 52),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
SEPTEMBER 2018

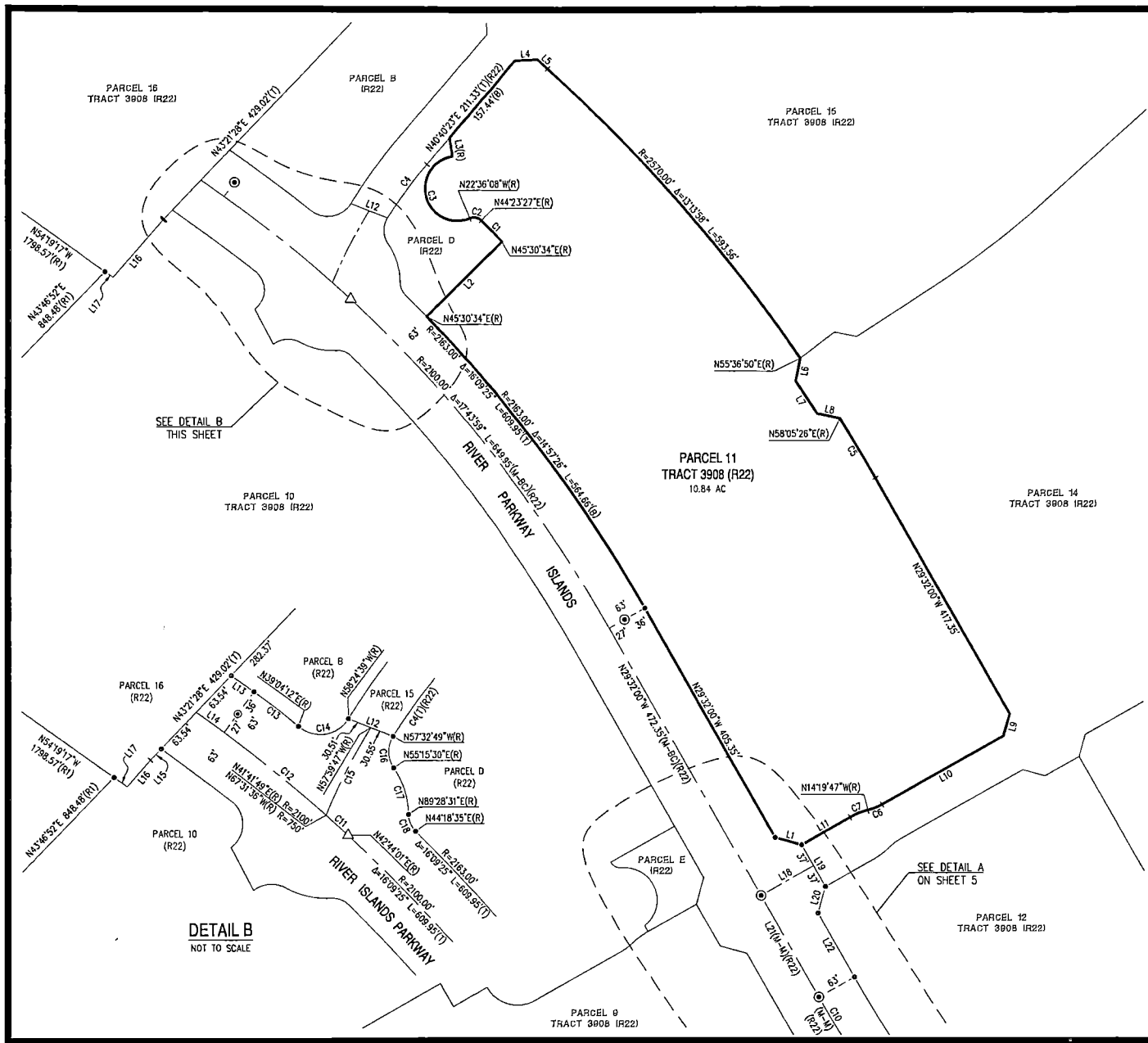


BOUNDARY SHEET

THIS SHEET SHOWS THE BOUNDARY OF TRACT 3997
BEING PARCEL 11 OF TRACT 3908 (R22)

- LEGEND** (SHEETS 3 THROUGH 5 ONLY)
- ⊙ MONUMENT TO BE SET PER (R17), UNLESS OTHERWISE NOTED
 - ⊕ MONUMENT TO BE SET PER (R22)
 - 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER (R22), UNLESS OTHERWISE NOTED
 - ⊗ MONUMENT PER TRACT 3834 (R11)
 - △ 2-1/2" BRASS DISK STAMPED "PLS 7788" TO BE SET PER (R22)
 - BOUNDARY
 - - - LOT LINE OR RIGHT-OF-WAY LINE
 - - - EASEMENT LINE
 - - - CENTERLINE
 - - - MONUMENT LINE
 - 200.00' (R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
 - (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
 - (M-M) MONUMENT TO MONUMENT
 - (R) RADIAL BEARING
 - (T) TOTAL
 - (B) BOUNDARY
 - DN DOCUMENT NUMBER
 - O.R. OFFICIAL RECORD
 - MON MONUMENT
 - ① EASEMENT REFERENCE NUMBER - SEE THIS SHEET

- NOTES**
- SEE SHEET 3 FOR LEGEND, EASEMENT REFERENCE LIST AND BASIS OF BEARINGS.
 - SEE SHEET 2 FOR ADDITIONAL NOTES, REFERENCES, AND THE LINE AND CURVE TABLES FOR SHEETS 3 THROUGH 5 ONLY.



SEE DETAIL B
THIS SHEET

DETAIL B
NOT TO SCALE

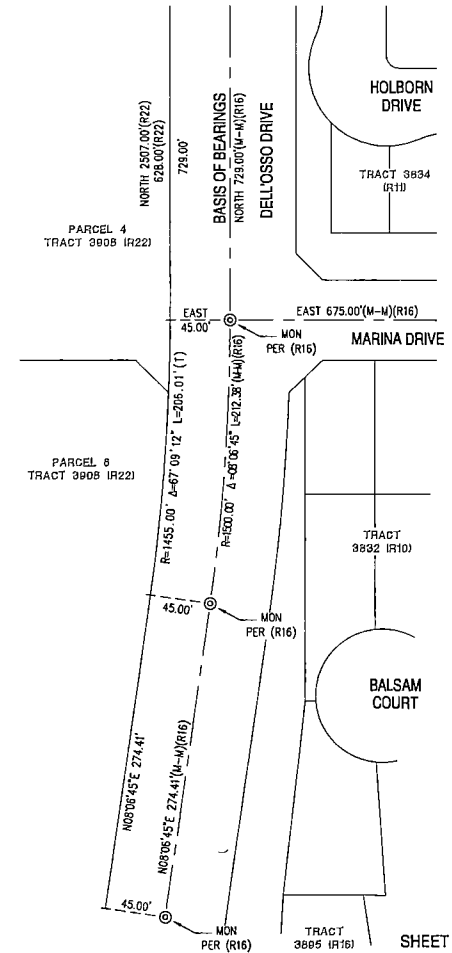
SEE DETAIL A
ON SHEET 5

TRACT 3997 RIVER ISLANDS - STAGE 2A VILLAGE Y

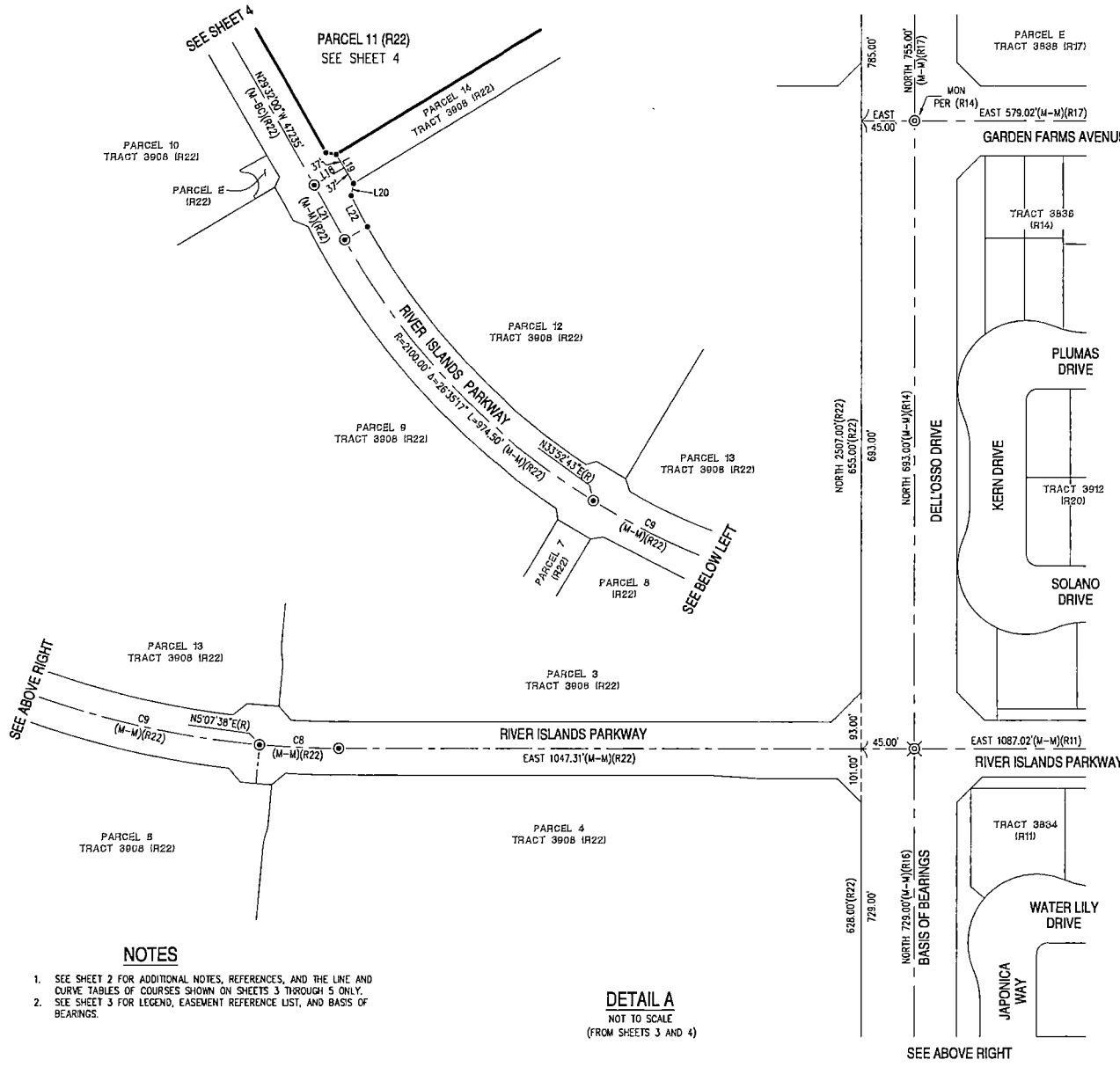
A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 11 OF TRACT 3908 (43 M&P 52),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
SEPTEMBER 2018



SEE BELOW LEFT



SHEET 5 OF 11



NOTES

- SEE SHEET 2 FOR ADDITIONAL NOTES, REFERENCES, AND THE LINE AND CURVE TABLES OF COURSES SHOWN ON SHEETS 3 THROUGH 5 ONLY.
- SEE SHEET 3 FOR LEGEND, EASEMENT REFERENCE LIST, AND BASIS OF BEARINGS.

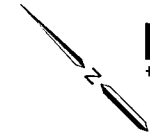
DETAIL A
NOT TO SCALE
(FROM SHEETS 3 AND 4)

TRACT 3997
RIVER ISLANDS - STAGE 2A
VILLAGE Y

A PORTION OF RANCHO EL PESCADEIRO, BEING
 A SUBDIVISION OF PARCEL 11 OF TRACT 3908 (43 M&P 52),
 CITY OF LATHROP, COUNTY OF SAN JOAQUIN, CALIFORNIA
 SEPTEMBER 2018

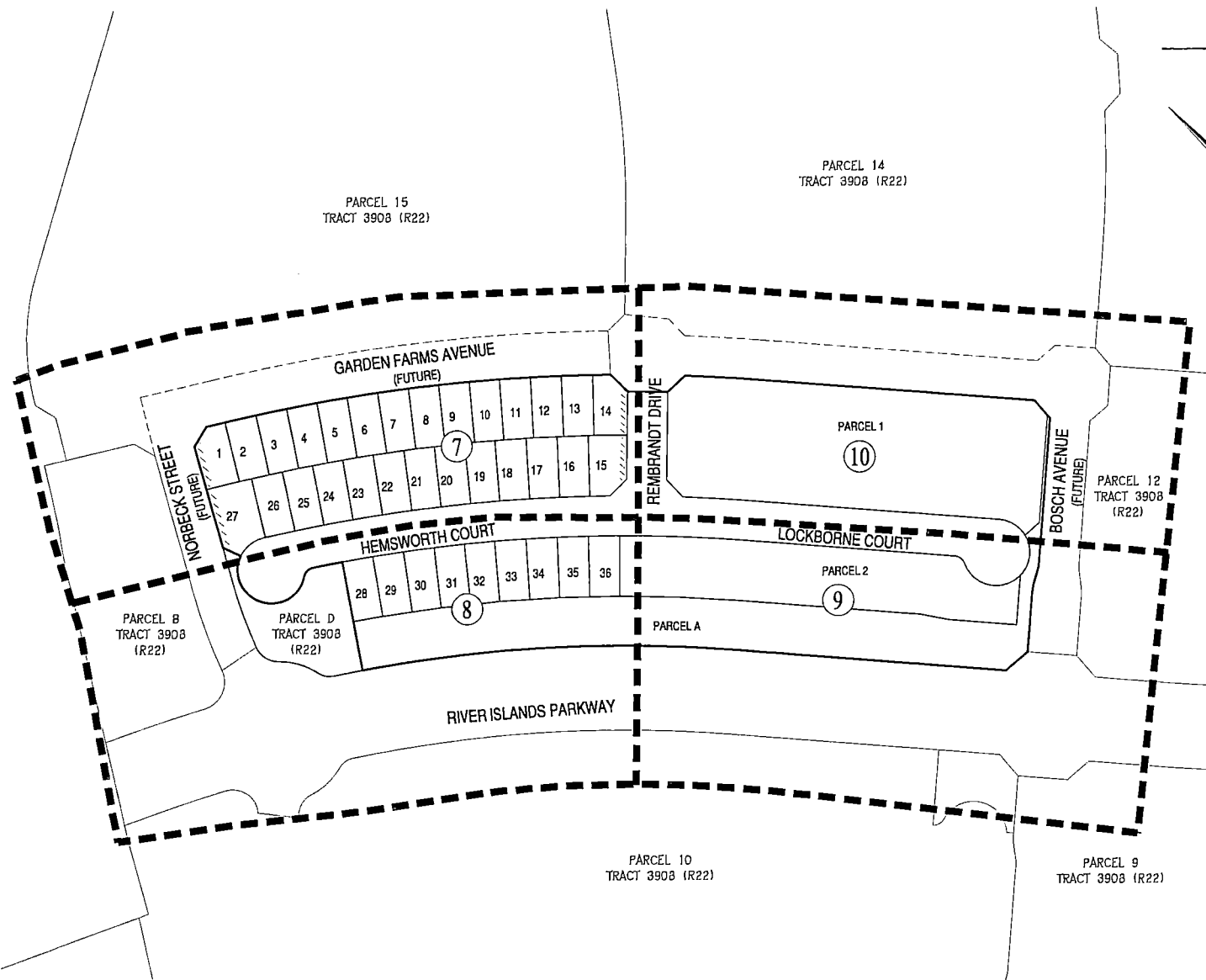
O'DELL
 ENGINEERING

0' 50' 100' 200'
 SCALE: 1" = 100'



PARCEL 14
 TRACT 3908 (R22)

PARCEL 15
 TRACT 3908 (R22)



SHEET INDEX

LEGEND

- BOUNDARY
- LOT LINE
- - - EXISTING ROADWAY EASEMENT
- /// RESTRICTED ACCESS
- - - SHEET LIMIT LINE
- ⑦ SHEET NUMBER

LEGEND

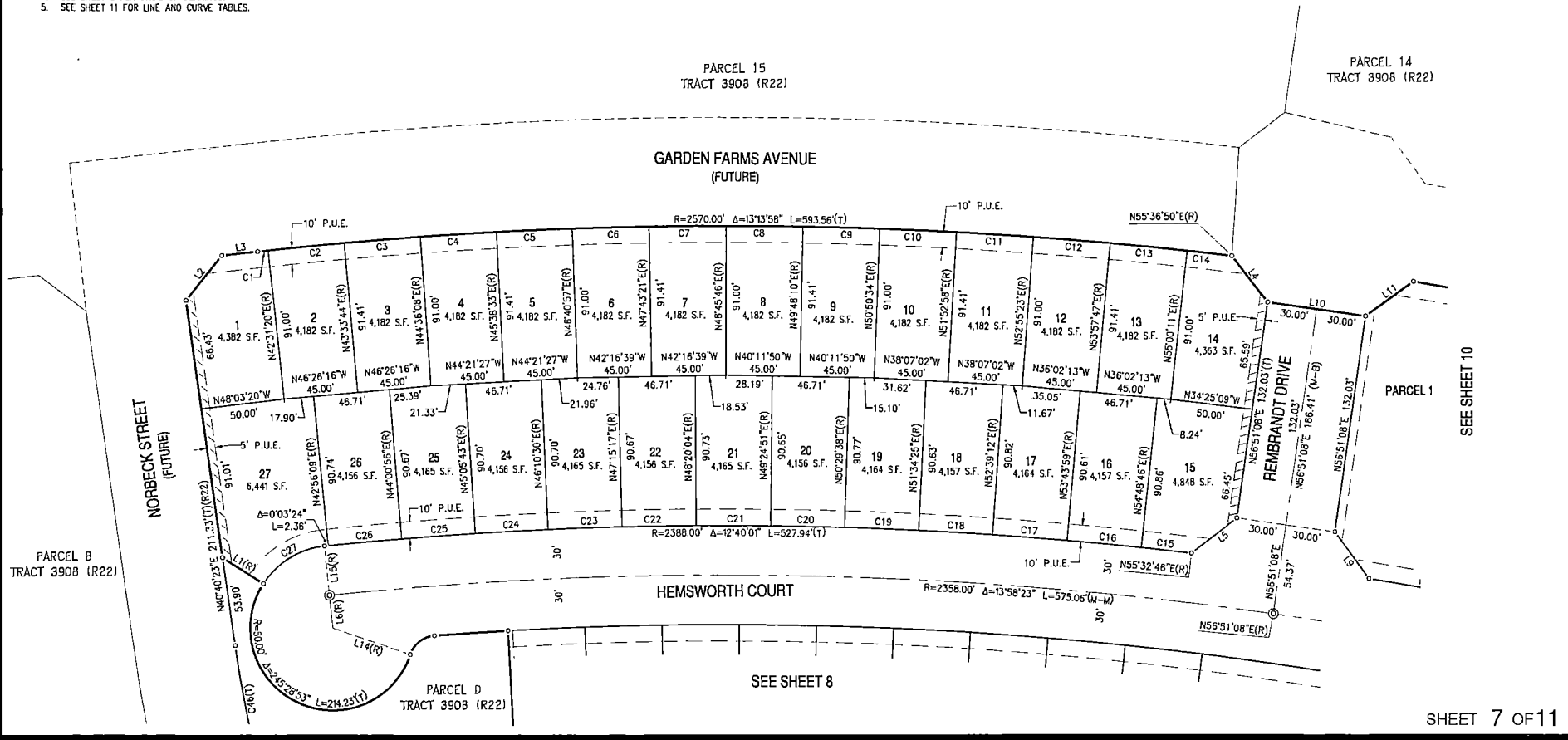
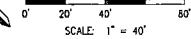
- ⊙ MONUMENT TO BE SET PER (R22)
 - ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
 - △ 2-1/2" BRASS DISK STAMPED "PLS 7788" TO BE SET PER (R22)
 - 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R22), UNLESS OTHERWISE NOTED
 - SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
 - ⊙ SET 3.00" WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED. 3/4" x 24" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- | | |
|---|-------------------|
| 200.00'(R1) MEASURED AND RECORD DATA PER REFERENCE (R1) | LOT LINE |
| (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2 | RIGHT-OF-WAY LINE |
| (M-M) MONUMENT TO MONUMENT | BOUNDARY |
| (M-B) MONUMENT TO BOUNDARY | EASEMENT LINE |
| (M-BC) MONUMENT TO BEGINNING OF A CURVE | CENTERLINE |
| (T) TOTAL | RESTRICTED ACCESS |
| (B) BOUNDARY | |
| P.U.E. PUBLIC UTILITY EASEMENT | |
| S.F. SQUARE FEET | |

NOTES

1. 1.17" BRASS DISK STAMPED "PLS 7788" TO BE SET ON CONCRETE SIDEWALK 1.00' INTO THE RIGHT-OF-WAY, ALONG PROLONGATION OF SIDE LOT LINES, OR AS NOTED.
2. 5/8" REBAR WITH CAP "PLS 7788" TO BE SET AT ALL REAR LOT CORNERS, UNLESS OTHERWISE NOTED.
3. SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES.
4. SEE SHEET 3 FOR BASIS OF BEARINGS.
5. SEE SHEET 11 FOR LINE AND CURVE TABLES.

TRACT 3997
RIVER ISLANDS - STAGE 2A
VILLAGE Y

A PORTION OF RANCHO EL PESCAERO, BEING
A SUBDIVISION OF PARCEL 11 OF TRACT 3908 (43 M&P 52),
CITY OF LATHROP, COUNTY OF SAN JOAQUIN, CALIFORNIA
SEPTEMBER 2018



SEE SHEET 10

SEE SHEET 8

LEGEND

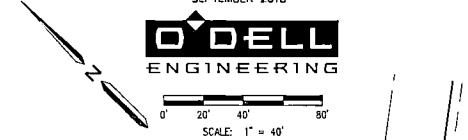
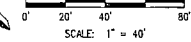
- | | | |
|---|---|--------------------------|
| ⊙ MONUMENT TO BE SET PER (R22) | 200.00'(R1) MEASURED AND RECORD DATA PER REFERENCE (R1) | —— LOT LINE |
| ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788" | (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2 | —— RIGHT-OF-WAY LINE |
| △ 2-1/2" BRASS DISK STAMPED "PLS 7788" TO BE SET PER (R22) | (M-M) MONUMENT TO MONUMENT | —— BOUNDARY |
| • 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R22), UNLESS OTHERWISE NOTED | (M-B) MONUMENT TO BOUNDARY | - - - - EASEMENT LINE |
| ○ SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" | (M-BC) MONUMENT TO BEGINNING OF A CURVE | —— CENTERLINE |
| ○ SET 3.00" WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED. 3/4" x 24" IRON PIPE WITH PLASTIC PLUG "PLS 7788" | (T) TOTAL | ////// RESTRICTED ACCESS |
| | (B) BOUNDARY | |
| | P.U.E. PUBLIC UTILITY EASEMENT | |
| | S.F. SQUARE FEET | |

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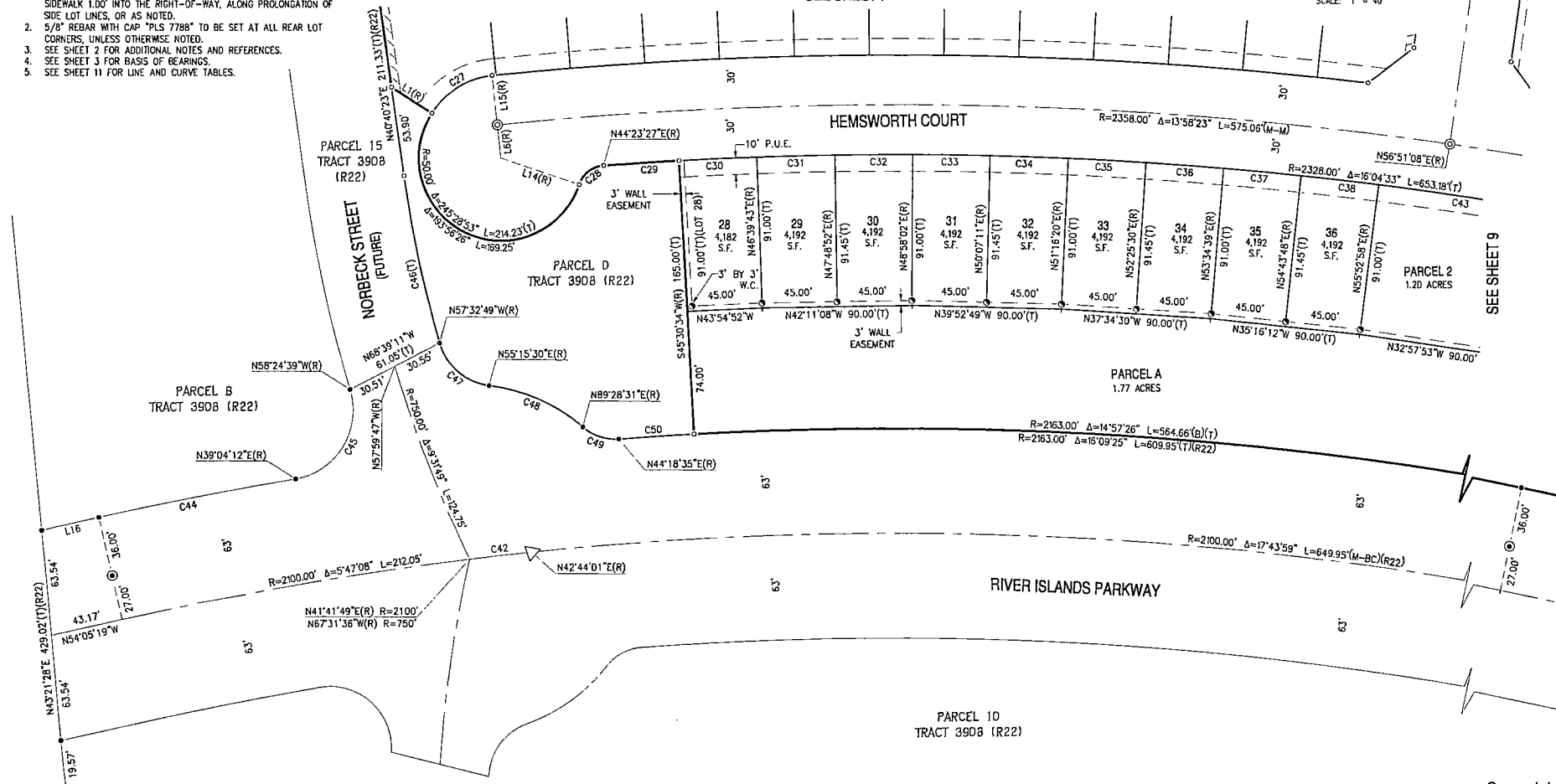
**TRACT 3997
RIVER ISLANDS - STAGE 2A
VILLAGE Y**

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 11 OF TRACT 3908 (43 M&P 52),
CITY OF LATHROP, COUNTY OF SAN JOAQUIN, CALIFORNIA
SEPTEMBER 2018



SEE SHEET 7

SEE SHEET 9



LEGEND

- | | | |
|---|---|--------------------------|
| ⊙ MONUMENT TO BE SET PER (R22) | 200.00'(R1) MEASURED AND RECORD DATA PER REFERENCE (R1) | ———— LOT LINE |
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| ○ SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" | (M-BC) MONUMENT TO BEGINNING OF A CURVE | ----- CENTERLINE |
| ⊙ SET 3.00" WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED. 3/4" x 24" IRON PIPE WITH PLASTIC PLUG "PLS 7788" | (T) TOTAL | ////// RESTRICTED ACCESS |
| | (B) BOUNDARY | |
| | P.U.E. PUBLIC UTILITY EASEMENT | |
| | S.F. SQUARE FEET | |

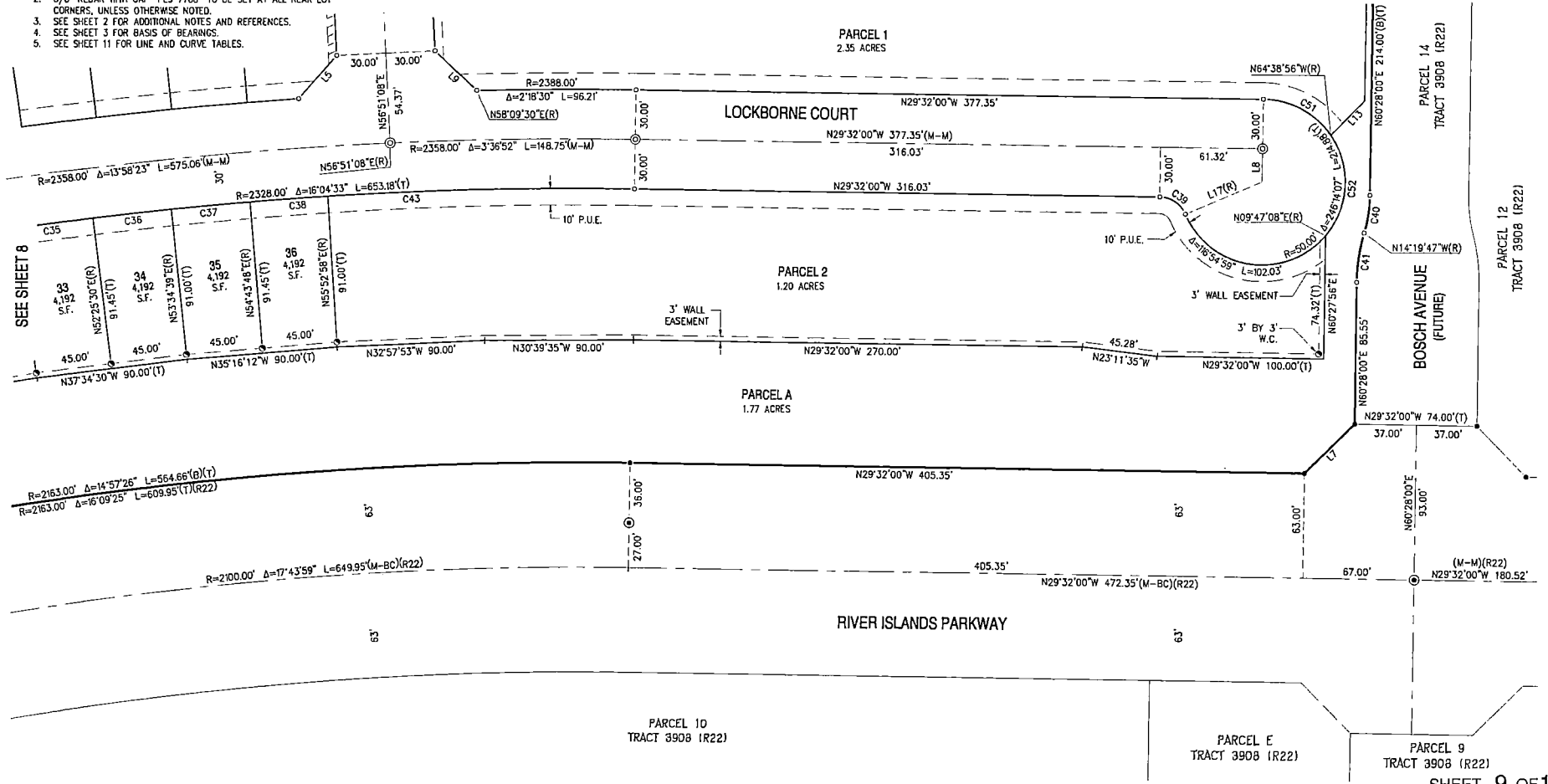
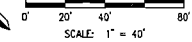
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SEE SHEET 10

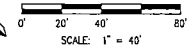
**TRACT 3997
RIVER ISLANDS - STAGE 2A
VILLAGE Y**

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 11 OF TRACT 3908 (43 M&P 52),
CITY OF LATHROP, COUNTY OF SAN JOAQUIN, CALIFORNIA
SEPTEMBER 2018



TRACT 3997
RIVER ISLANDS - STAGE 2A
VILLAGE Y

A PORTION OF RANCHO EL PESCADERO, BEING
 A SUBDIVISION OF PARCEL 11 OF TRACT 3908 (43 M&P 52),
 CITY OF LATHROP, COUNTY OF SAN JOAQUIN, CALIFORNIA
 SEPTEMBER 2018

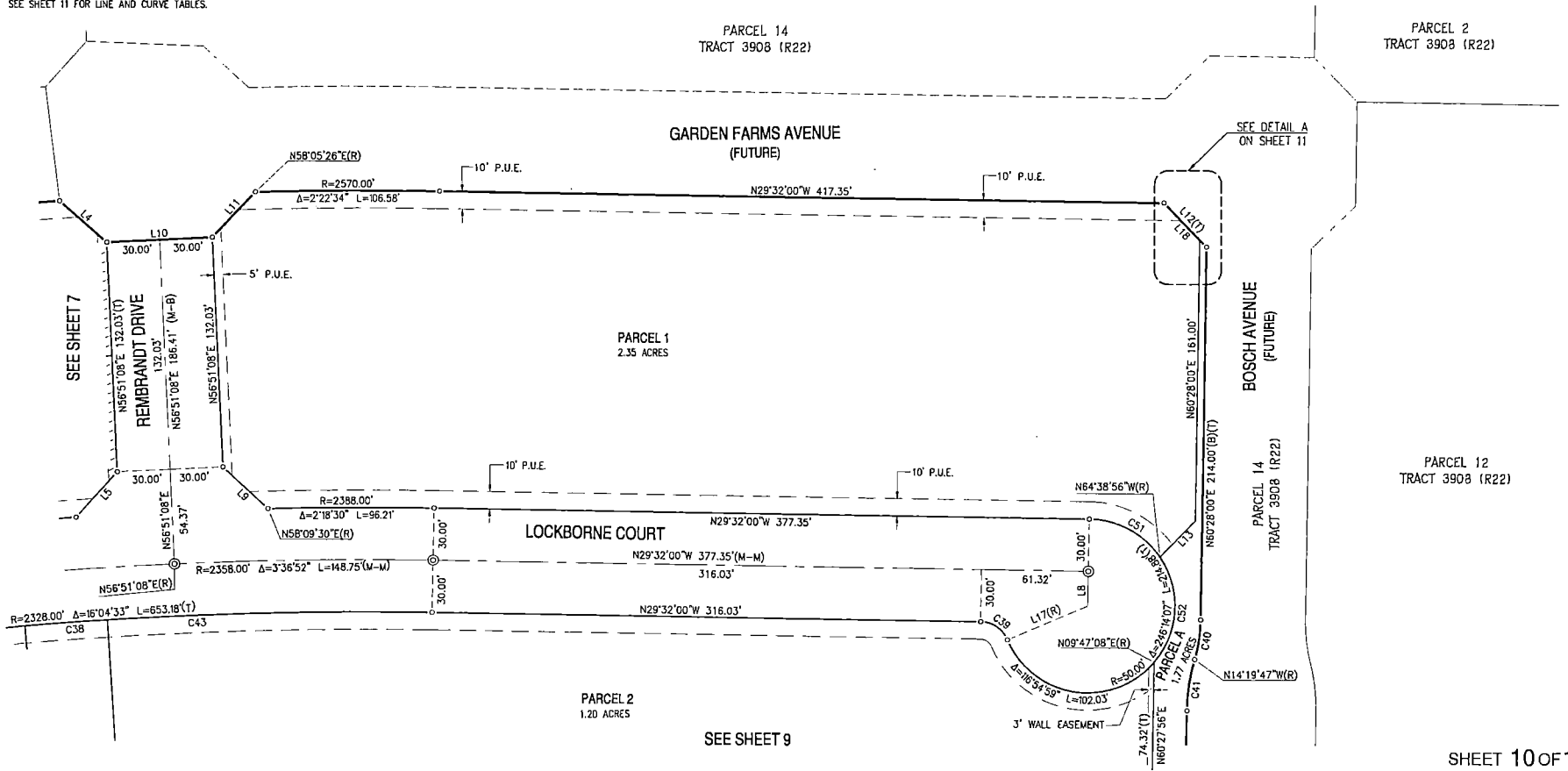


LEGEND

- | | | |
|---|---|---------------------------|
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| | S.F. SQUARE FEET | |

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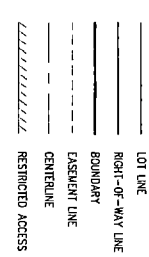
LEGEND

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NOTES

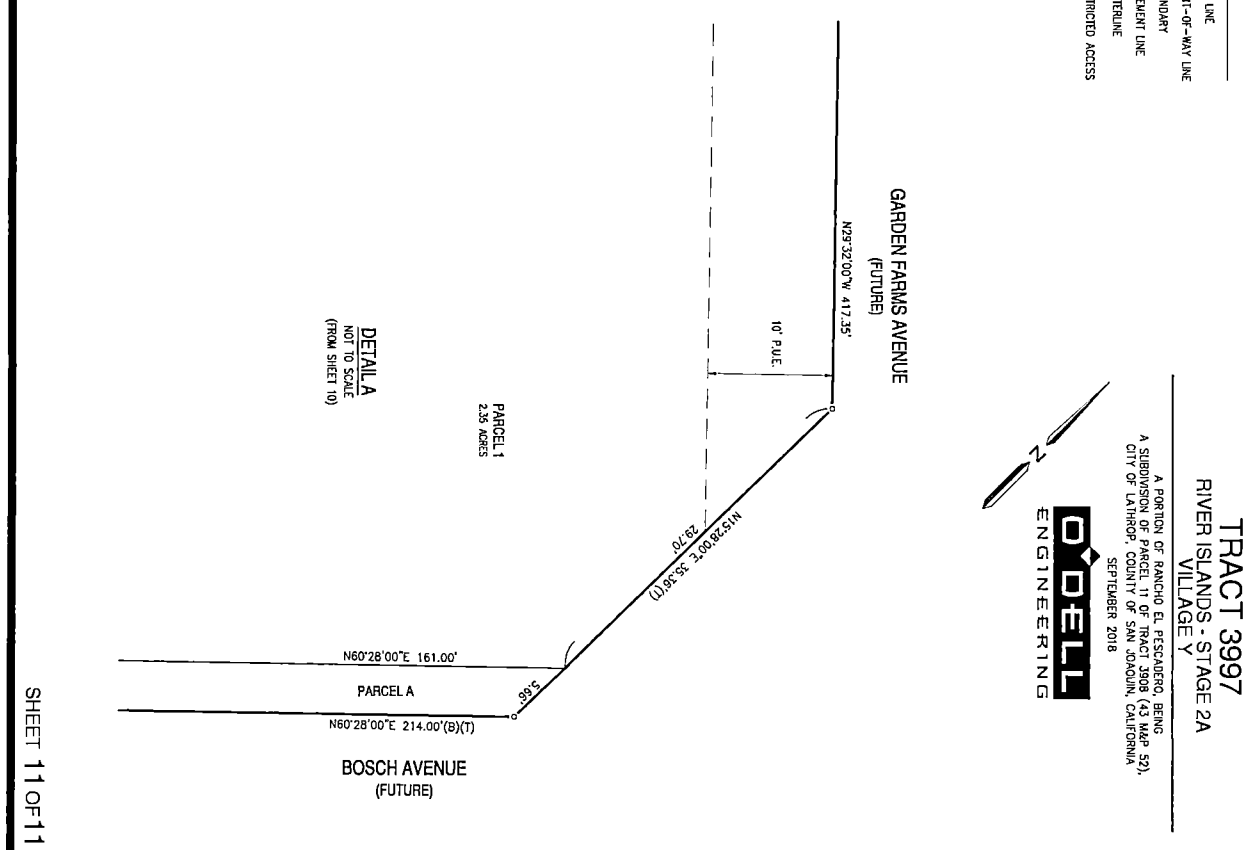
1. SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES.
2. SEE SHEET 3 FOR BASIS OF BEARINGS.
3. SEE SHEET 7 FOR LEGEND.

- 200.00'(R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
- (M-M) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (B-B) BOUNDARY TO BOUNDARY
- (B) BOUNDARY
- (P) PUBLIC UTILITY EASEMENT
- SF. SQUARE FEET



LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 7 THROUGH 11 ONLY

CURVE TABLE				CURVE TABLE				CURVE TABLE				CURVE TABLE				LINE TABLE			
CURVE #	RADIUS	DELTA	LENGTH	CURVE #	RADIUS	DELTA	LENGTH	CURVE #	RADIUS	DELTA	LENGTH	CURVE #	RADIUS	DELTA	LENGTH	LINE #	DIRECTION	LENGTH	
C1	2570.00'	170224'	46.65'	C19	2388.00'	170447'	45.00'	C37	2288.00'	170910'	46.83'	L1				L1	N89°39'42"W	29.10'	
C2	2570.00'	170224'	46.65'	C20	2388.00'	170447'	45.00'	C38	2288.00'	170910'	46.84'	L2				L2	N88°51'38"E	34.62'	
C3	2570.00'	170224'	46.65'	C21	2388.00'	170447'	45.00'	C39	17.00'	66°14'07"	18.65'	L3				L3	N47°37'03"W	21.62'	
C4	2570.00'	170224'	46.65'	C22	2388.00'	170447'	45.00'	C40	87.00'	151°21'19"	23.98'	L4				L4	N11°33'59"E	55.74'	
C5	2570.00'	170224'	46.65'	C23	2388.00'	170447'	45.00'	C41	113.00'	151°21'19"	23.98'	L5				L5	N78°46'03"W	34.95'	
C6	2570.00'	170224'	46.65'	C24	2388.00'	170447'	45.00'	C42	2180.00'	170212'	38.00'	L6				L6	N42°52'40"E	20.00'	
C7	2570.00'	170224'	46.65'	C25	2388.00'	170447'	45.00'	C43	2388.00'	436'00"	188.25'	L7				L7	N74°32'00"W	42.45'	
C8	2570.00'	170224'	46.65'	C26	2388.00'	170447'	45.00'	C44	2180.00'	3'09'51"	119.24'	L8				L8	N60°28'00"E	20.00'	
C9	2570.00'	170224'	46.65'	C27	50.00'	51°22'27"	44.38'	C45	42.00'	97°28'51"	71.46'	L9				L9	N12°00'19"E	34.95'	
C10	2570.00'	170224'	46.65'	C28	17.00'	88°55'35"	19.88'	C46	720.00'	8°13'12"	103.30'	L10				L10	N83°08'53"W	60.00'	
C11	2570.00'	170224'	46.65'	C29	2388.00'	170707'	45.45'	C47	36.00'	67°11'41"	42.22'	L11				L11	N77°31'43"W	35.74'	
C12	2570.00'	170224'	46.65'	C30	2388.00'	170910'	46.83'	C48	105.00'	67°11'41"	62.71'	L12				L12	N15°26'00"E	35.35'	
C13	2570.00'	170224'	46.65'	C31	2388.00'	170910'	46.83'	C49	30.00'	45°29'56"	23.85'	L13				L13	N76°06'38"W	29.24'	
C14	2570.00'	0743'00"	30.158'	C32	2388.00'	170910'	46.83'	C50	2180.00'	111°15'39"	45.29'	L14				L14	N22°35'05"W	50.00'	
C15	2388.00'	170447'	45.00'	C33	2388.00'	170910'	46.83'	C51	50.00'	54°53'04"	47.30'	L15				L15	N42°52'40"E	30.00'	
C16	2388.00'	170447'	45.00'	C34	2388.00'	170910'	46.83'	C52	50.00'	74°28'04"	64.95'	L16				L16	N54°05'19"W	34.94'	
C17	2388.00'	170447'	45.00'	C35	2388.00'	170910'	46.83'					L17				L17	N51°17'33"W	50.00'	
C18	2388.00'	170447'	45.00'	C36	2388.00'	170910'	46.83'					L18				L18	N15°26'00"E	29.70'	



TRACT 3997
RIVER ISLANDS - STAGE 2A
VILLAGE Y

A PORTION OF RANCHO EL PESCARO, BEING
 A SUBDIVISION OF PARCEL 11 OF TRACT 3908 (43 MAP 52),
 CITY OF LAHROP, COUNTY OF SAN JOAQUIN, CALIFORNIA
 SEPTEMBER 2018

DETAIL A
 NOT TO SCALE
 (FROM SHEET 10)

EXHIBIT B
TRACT 3997 AND VILLAGE Y AREA



SCHOOL SITE

TRACT 3997

VILLAGE Y

TRACT 3998

VILLAGE Z

VILLAGE X

VILLAGE CC

EXHIBIT "B"
VILLAGE Y
VICINITY MAP
FEBRUARY 2019

EXHIBIT C

CITY INSURANCE REQUIREMENTS

1. The Subdivider shall obtain commercial general liability insurance companies licensed to do business in the State of California with an A.M. Best Company rating Insurance rating of no less than A:VII which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.

Said insurance coverage shall be evidenced by a certificate of insurance with policy endorsements, executed by an authorized official of the insurer(s). All parties to the Subdivision Improvement Agreement must be named insured on the policy. The policy endorsements to be attached to the certificate must provide all the following:

- a. Name the City of Lathrop, its officers, City Council, boards and commissions, and members thereof, its employees and agents as additional insured as respects to any liability arising out of the activities of the named insured. A CG 2010 or CG 2026 endorsement form or the equivalent is the appropriate form.
- b. State that "the insurance coverage afforded by this policy shall be primary insurance as respects to the City of Lathrop, its officers, employees and agents. Any insurance or self-insurance maintained by the City of Lathrop, its officers, employees, or agents shall be in excess of the insurance afforded to the named insured by this policy and shall not contribute to any loss.
- c. Include a statement that, "the insurer will provide to the City of Lathrop at least thirty (30) days prior notice of cancellation or material change in coverage." The above language can be included on the additional insured endorsement form or on a separate endorsement form.
- d. The policy must contain a cross liability or severability of interest clause.
- e. 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Insurance Services of California, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Teichert Construction 265 Val Dervin Parkway Stockton, CA 95206 USA	INSURER A: Liberty Mutual Fire Insurance Company NAIC # 23035	
	INSURER B: Allied World Assurance Company US Inc 19489	
	INSURER C: Liberty Insurance Corporation 42404	
	INSURER D:	
	INSURER E:	
INSURER F:		


COVERAGES CERTIFICATE NUMBER: W10578871 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	EB2-661-067002-039	03/31/2019	03/31/2020	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> XCU, Contractual Liab & Broad						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Form Prop Damage Included						PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
	OTHER:						SIR \$ 750,000
A	AUTOMOBILE LIABILITY	Y	Y	EU2-661-067002-049	03/31/2019	03/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							SIR \$ 500000
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	Y	Y	0308-2614	03/31/2019	03/31/2020	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	EW7-66N-067002-019	03/31/2019	03/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Madrugá Road Encroachment Permit. (Teichert Job 10966.00).

Named Insured is a California qualified self-insurer registered under #1867.
Workers' Compensation Policy #EW7-66N-067002-019 provides Excess Workers' Compensation / Employer's Liability coverage excess of a \$750,000 SIR.

CERTIFICATE HOLDER City of Lathrop 390 Towne Centre Drive Lathrop, CA 95330	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Insurance Services of California, Inc.		NAMED INSURED Teichert Construction 265 Val Dervin Parkway Stockton, CA 95206 USA	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Re: Madruga Road Encroachment Permit. (Teichert Job 10966.00)

City of Lathrop, its officers, officials, employees, agent and volunteers are included as Additional Insureds as respects to General Liability and Auto Liability, but solely in regards to work being performed by or on behalf of the Named Insured in connection with the job described herein.

It is understood and agreed that this insurance is primary and any other insurance maintained by the Additional Insureds shall be excess only and not contributing with this insurance.

Waiver of Subrogation applies as respects to General Liability, Auto Liability and Excess Workers' Compensation per endorsement attached as permitted by law.

Umbrella/Excess Follows Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
All states, governmental agencies, subdivisions, or political subdivisions with whom you or a person or organization whom you are performing work for have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

- 1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Person Or Organization: WHERE REQUIRED BY CONTRACT OR A WRITTEN AGREEMENT PRIOR TO LOSS AND ALLOWED BY LAW</p>
--

<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Policy Number EU2-661-067002-049
Issued by LIBERTY MUTUAL FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

EXCESS AUTOMOBILE LIABILITY INDEMNITY POLICY
SELF-INSURED TRUCKER EXCESS LIABILITY POLICY

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are **insureds** under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

Each person or organization shown in the Schedule is an **insured** for Liability Coverage, but only to the extent that person or organization qualifies as an **insured** under the Who Is An Insured Provision contained in Section II of the Coverage Form.

Schedule

Name of Person(s) or Organization(s):

ALL PERSONS OR ORGANIZATIONS WITH WHOM YOU HAVE ENTERED INTO A WRITTEN CONTRACT OR AGREEMENT, PRIOR TO AN "OCCURRENCE" OR OFFENSE, TO PROVIDE ADDITIONAL INSURED STATUS

Policy Number EU2-661-067002-049
Issued by LIBERTY MUTUAL FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

EXCESS AUTOMOBILE LIABILITY INDEMNITY POLICY

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are **insureds** under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Any person(s) or organization(s) to whom you are obligated by a written agreement to procure Additional Insured coverage under your policy

Regarding Designated Contract or Project:

All contracts or projects

Each person or organization shown in the Schedule of this endorsement is an **insured** for Liability Coverage, but only to the extent that person or organization qualifies as an **insured** under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the Other Insurance Condition:

If you have agreed that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations and the agreement was executed prior to the **bodily injury** or **property damage**, then this insurance will apply before that other insurance, and we will not seek contribution from such insurance. However, insurance provided to the Additional Insured will subject to the **self-insured amount** and all other terms and conditions of the policy.

Policy Number: EU2-661-067002-049
Issued by: LIBERTY MUTUAL FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

EXCESS AUTOMOBILE LIABILITY INDEMNITY POLICY
SELF-INSURED TRUCKER EXCESS LIABILITY POLICY

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

The Transfer Of Rights Of Recovery Against Others To Us condition is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization listed in the Schedule of this endorsement because of payments we make for injury or damage arising out of your operations of a covered **auto**. This waiver applies only to the person or organization listed in the Schedule of this endorsement.

Schedule

Premium: \$

Name of Person or Organization: **WHERE REQUIRED BY CONTRACT OR A WRITTEN AGREEMENT
PRIOR TO LOSS AND ALLOWED BY LAW**

**EXCESS INSURANCE POLICY FOR SELF INSURER OF
WORKERS COMPENSATION AND EMPLOYERS LIABILITY**

WAIVER OF SUBROGATION – RECOVERY FROM OTHERS

We have the right to recover any payments which we have made to you from anyone liable for such loss. We will not enforce our right against the person or organization named in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**WHERE REQUIRED BY CONTRACT OR A WRITTEN AGREEMENT
PRIOR TO LOSS AND ALLOWED BY LAW**

Issued by Liberty Insurance Corporation

For attachment to Policy No. EW7-66N-067002-019

Effective Date 03/31/2019

Premium \$

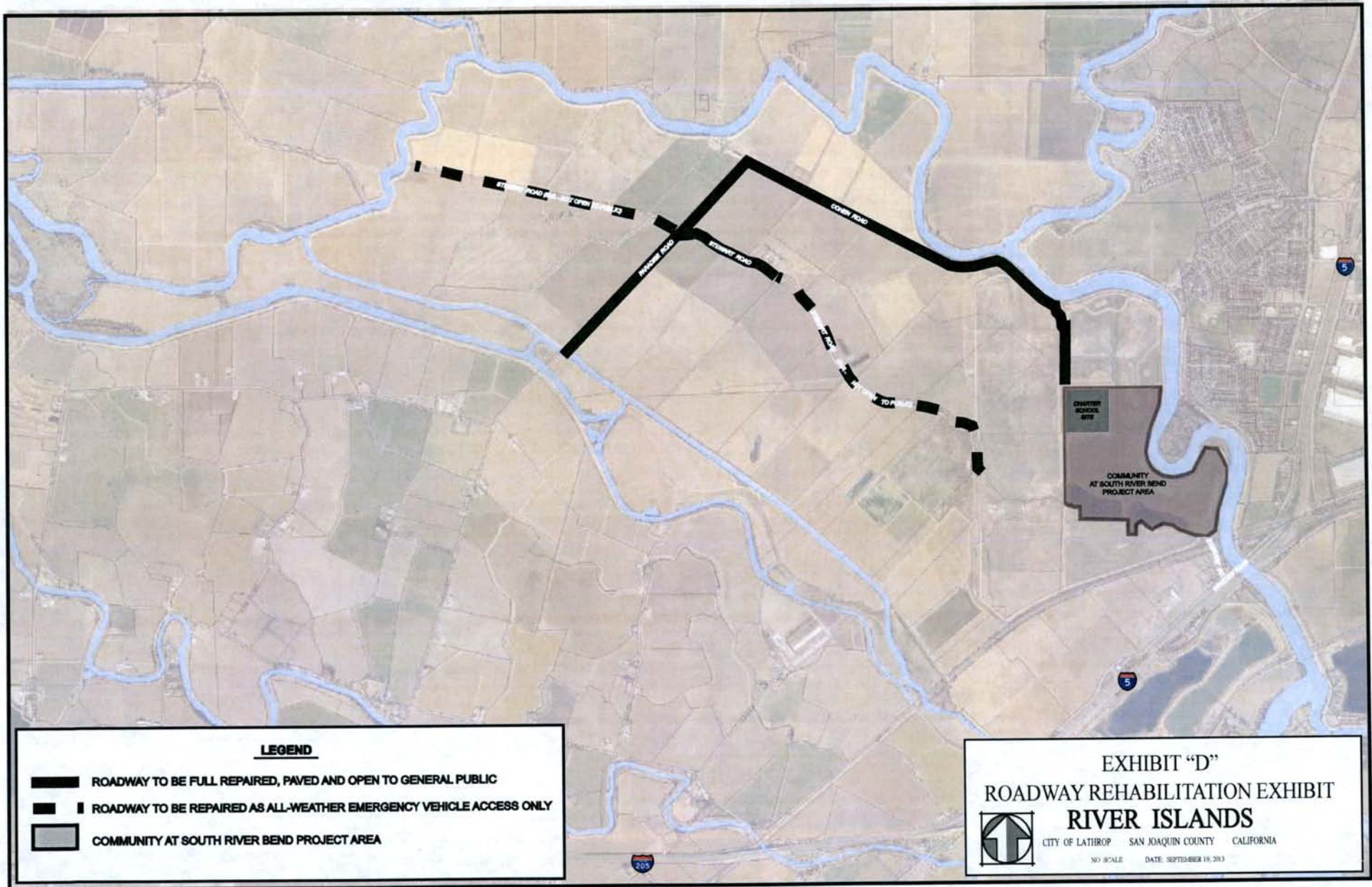
Issued to Teichert, Inc.

GPO 4249

Ed. 01/01/1992

Page 1 of 1

EXHIBIT D
COHEN/PARADISE/STEWART REHABILITATION MAP



LEGEND




-  ROADWAY TO BE FULL REPAIRED, PAVED AND OPEN TO GENERAL PUBLIC
-  ROADWAY TO BE REPAIRED AS ALL-WEATHER EMERGENCY VEHICLE ACCESS ONLY
-  COMMUNITY AT SOUTH RIVER BEND PROJECT AREA

EXHIBIT "D"
ROADWAY REHABILITATION EXHIBIT
RIVER ISLANDS


 CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA
NO SCALE DATE: SEPTEMBER 19, 2013

EXHIBIT E
VILLAGE Y UNFINISHED IMPROVEMENT COST ESTIMATE

ENGINEER'S BOND ESTIMATE
COST TO COMPLETE
RIVER ISLANDS - PHASE 2A
VILLAGE Y (72 LOTS)
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

January 16, 2019
 Job No.: 25502-90

Item Description	Quantity	Unit	Unit Price	Amount
1 Set Water Boxes and SSCO Boxes <i>(25% Completion)</i>	1	LS	\$ 27,000.00	\$ 27,000.00
2 Survey Monuments <i>(0% Completion)</i>	1	LS	\$ 3,000.00	\$ 3,000.00
3 Signing & Striping <i>(0% Completion)</i>	1	LS	\$ 16,000.00	\$ 16,000.00
TOTAL COST TO COMPLETE				\$ 46,000.00

Notes:

- 1) Estimate for cost to complete based on contractor's cost to complete summary sheet and backup documents for Village Y

ENGINEER'S PRELIMINARY COST ESTIMATE
VILLAGE Y (72 LOTS)
STAGE 2A
RIVER ISLANDS
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

October 26, 2018
 Job No.: 25510.79

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREETSCAPE</u>					
1	Landscape/Irrigation Improvements	77,119	SF	\$ 5.00	\$ 385,595.00
	Subtotal Streetscape				\$ 385,595.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 385,595.00

Notes:

- 1) This estimate does not include surveying, engineering, clearing, grading, erosion control, joint trench, frontyard/pkwy strip landscape and irrigation, or street trees.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.

EXHIBIT F

VILLAGE Y IMPROVEMENTS ENGINEER'S ESTIMATE

ENGINEER'S OPINION OF PROBABLE COST
VILLAGE Y (72 LOTS)
STAGE 2A
RIVER ISLANDS
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

March 7, 2018
Job No.: 25502-90

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREET WORK</u>					
1	Fine Grading	171,700	SF	\$ 0.45	\$ 77,265.00
2	3" AC Paving	43,600	SF	\$ 1.50	\$ 65,400.00
3	4.5" AC Paving	51,600	SF	\$ 2.25	\$ 116,100.00
4	7" Aggregate Base	43,600	SF	\$ 1.05	\$ 45,780.00
5	8" Aggregate Base	51,600	SF	\$ 1.20	\$ 61,920.00
6	Vertical Curb and Gutter <i>(with AB cushion)</i>	1,970	LF	\$ 15.00	\$ 29,550.00
7	Rolled Curb and Gutter <i>(with AB cushion)</i>	3,410	LF	\$ 15.00	\$ 51,150.00
8	Concrete Sidewalk	29,200	SF	\$ 5.00	\$ 146,000.00
9	Driveway Approach	72	EA	\$ 600.00	\$ 43,200.00
10	Handicap Ramps	8	EA	\$ 2,500.00	\$ 20,000.00
11	Survey Monuments	11	EA	\$ 300.00	\$ 3,300.00
12	Traffic Striping & Signage	2,770	LF	\$ 5.00	\$ 13,850.00
13	Dewatering <i>(budget)</i>	2,770	LF	\$ 40.00	\$ 110,800.00
14	Barricade	2	EA	\$ 1,500.00	\$ 3,000.00
Subtotal Street Work					\$ 787,315.00
<u>STORM DRAIN</u>					
15	Catch Basins <i>(type A inlet)</i>	7	EA	\$ 2,400.00	\$ 16,800.00
16	Catch Basins <i>(type A inlet over type I manhole base)</i>	7	EA	\$ 2,800.00	\$ 19,600.00
17	Catch Basins <i>(type A inlet over type II manhole base)</i>	8	EA	\$ 5,000.00	\$ 40,000.00
18	15" Storm Drain Pipe	1,080	LF	\$ 34.00	\$ 36,720.00
19	18" Storm Drain Pipe	20	LF	\$ 46.00	\$ 920.00
20	24" Storm Drain Pipe	690	LF	\$ 65.00	\$ 44,850.00
21	30" Storm Drain Pipe	390	LF	\$ 80.00	\$ 31,200.00
22	36" Storm Drain Pipe	485	LF	\$ 95.00	\$ 46,075.00
23	42" Storm Drain Pipe	95	LF	\$ 120.00	\$ 11,400.00
24	Manholes <i>(type II)</i>	1	EA	\$ 5,000.00	\$ 5,000.00
25	Stub & Plug	4	EA	\$ 1,000.00	\$ 4,000.00
26	Connect to Existing	3	EA	\$ 1,700.00	\$ 5,100.00
Subtotal Storm Drain					\$ 261,665.00
<u>SANITARY SEWER</u>					
27	8" Sanitary Sewer Pipe	2,650	LF	\$ 28.00	\$ 74,200.00
28	Manholes	10	EA	\$ 4,000.00	\$ 40,000.00
29	Sewer Service	72	EA	\$ 600.00	\$ 43,200.00
30	Stub & Plug	4	EA	\$ 1,000.00	\$ 4,000.00
31	Connect to Existing	1	EA	\$ 3,000.00	\$ 3,000.00
Subtotal Sanitary Sewer					\$ 164,400.00

Item	Description	Quantity	Unit	Unit Price	Amount
<u>WATER SUPPLY</u>					
32	8" Water Line <i>(including all appurtenances)</i>	2,100	LF	\$ 32.00	\$ 67,200.00
33	10" Water Line <i>(including all appurtenances)</i>	640	LF	\$ 40.00	\$ 25,600.00
34	Water Service	72	EA	\$ 2,000.00	\$ 144,000.00
35	Fire Hydrants	7	EA	\$ 4,000.00	\$ 28,000.00
36	Water Plug & Stub	5	EA	\$ 1,000.00	\$ 5,000.00
37	Connect to Existing	2	EA	\$ 4,000.00	\$ 8,000.00
Subtotal Water Supply					\$ 277,800.00
<u>NON-POTABLE WATER SUPPLY</u>					
38	8" Non-Potable Water Line <i>(including all appurtenances)</i>	750	LF	\$ 35.00	\$ 26,250.00
39	Stub & Plug	1	EA	\$ 1,000.00	\$ 1,000.00
40	Connect to Existing	1	EA	\$ 3,000.00	\$ 3,000.00
Subtotal Non-Potable Water Supply					\$ 30,250.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 1,521,000.00
COST PER LOT					\$ 21,125.00

Notes:

- 1) Unit prices are based on estimated current construction costs and no provision for inflation is included.
- 2) This estimate does not include surveying, engineering, clearing, grading, erosion control, joint trench, landscaping, irrigation, or street trees.

ENGINEER'S PRELIMINARY COST ESTIMATE
VILLAGE Y (72 LOTS)
STAGE 2A
RIVER ISLANDS
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

October 26, 2018
 Job No.: 25510.79

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREETSCAPE</u>					
1	Landscape/Irrigation Improvements	77,119	SF	\$ 5.00	\$ 385,595.00
	Subtotal Streetscape				\$ 385,595.00
				TOTAL CONSTRUCTION COST (nearest \$1,000)	\$ 385,595.00
				COST PER LOT	\$ 5,355.00

Notes:

- 1) This estimate does not include surveying, engineering, clearing, grading, erosion control, joint trench, frontyard/pkwy strip landscape and irrigation, or street trees.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.

EXHIBIT G

**RIPFA LETTER OF GUARANTEE
INTERIM PUBLIC ACCESS WITHIN THE STAGE 2A DEVELOPMENT AREA**

RIVER ISLANDS PUBLIC FINANCING AUTHORITY

**73 W. STEWART ROAD
LATHROP, CALIFORNIA 95330**

TEL: (209) 879-7900

May 4, 2017

Glenn Gebhardt, City Engineer
City of Lathrop
390 Towne Centre Drive
Lathrop, California 95330

Subject: Letter of Guarantee - Construction of Interim Public Access within the River Islands at Lathrop Stage 2A Development Area

This Letter of Guarantee is being made in lieu of a performance bond for the construction of an interim public access (public right of way) within the Stage 2A development area of the River Islands development project. River Islands Development, LLC ("RID") has requested the permanent closure of Cohen Road from Stage 1 to Paradise Road and Paradise Road from Stewart Road to the Stage 2A levee (see Exhibit "A" attached to this Letter of Guarantee). This closure would allow the construction of the Stage 2B levee system. The closure will not allow public traffic to utilize Paradise Road to access the River Islands development area while the construction of the Stage 2B levee is occurring, but still allow emergency vehicles access to the area via all-weather access roads.

RID plans to construct River Islands Parkway from its current terminus in Stage 1, through the Stage 2A development area and into Stage 2B and reconstruct Paradise Road within Stage 2B to restore public access to the project from the Tracy/Banta area. Until these roads are constructed and dedicated to the City for public use, the City is requiring security to restore public access to Paradise Road should RID fail to perform. We are providing you this Letter of Guarantee for this purpose.

The engineer's estimate as provided by O'Dell Engineering for a 28-foot-wide paved roadway, equivalent to existing Cohen Road, in the general alignment of proposed River Islands Parkway from Stage 1 to Paradise Road through Stage 2B is \$453,000 (See Exhibit "B"). The total length of this "guarantee roadway" is 6,150 linear feet. As a result, the Authority hereby agrees to set-aside funds in the amount of \$543,600, which amount is equal to 120% of the engineer's estimate, in-lieu of a performance bond. The funds are currently held, and will be set aside, in the Improvement Fund established under the Fiscal Agent Agreement, dated as of December 1, 2015, between the Authority and Wilmington Trust, National Association, as fiscal agent. The Joint Community Facilities Agreement, dated as of November 16, 2015, between the Authority and the City allows for funds in the Improvement Fund to be used to pay costs of infrastructure improvements for the River Islands development, including roadways.

Under the terms of this Letter of Guarantee, the Authority shall hold the funds as stated herein in the Improvement Fund until August 1, 2020, or until such time that permanent roadways are

Glenn Gebhardt, City Engineer
City of Lathrop
May 4, 2017
Page 2 of 3

constructed and dedicated to the City to restore permanent public access to Paradise Road, whichever comes first. If the permanent roadways are not constructed, inspected and accepted by the City by August 1, 2020 and the deadline is not extended by the City in writing, no later than August 2, 2020, the Authority will cause one of the following to occur:

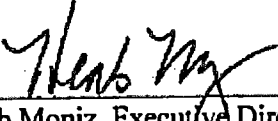
1. The Authority shall use the funds set aside in the Improvement Fund to construct a 28-foot-wide paved roadway in a new alignment, equivalent to the existing Cohen Road or, to reconstruct the existing 28-foot-wide paved Cohen and Paradise roadways in the original alignment at the City's direction. The Authority shall utilize a suitable contractor and bid the work under applicable law. The Authority and the City shall mutually agree to a timeline to which the roadways necessary to restore access are constructed, inspected and operational, not to exceed December 31, 2020-.
2. The Authority shall withdraw the funds from the set aside monies in the Improvement Fund and provide said monies to the City, to be held in a segregated account maintained by the City, to be used solely for construction or reconstruction of the applicable roadways. In such event, the City will use reasonable diligence to complete the construction of the roadways. Once permanent access has been constructed to the satisfaction of the City Engineer, and all costs related thereto have been paid, the City shall return any of the unspent funds and any investment earnings thereon to the Authority for redeposit to the Improvement Fund. Until the completion of the roadways and return of any excess funds to the Authority, the City will maintain records as to the reinvestment of the funds provided to it, and will provide the Authority with its records as to any such investment earnings upon written request of the Authority. Additionally, in the event that the City advises the Authority in writing that the funds provided to the City are not sufficient to pay all of the costs associated with the roadways necessary to restore public access, and advises the Authority as to the amount of the shortfall, the Authority will advance funds to the City from the Improvement Fund in the amount of the shortfall. In such event, and upon the written request of the Authority, the City will provide to the Authority a detailed breakdown of the costs of the construction of the remaining roadway work necessary to restore public access.
3. Since the construction of roadways within Stages 2A and 2B are phased and will continue to be constructed by RID, RD 2062 or the Authority over time, the Authority may request a reduction in the amount of funds necessary to be held from the Improvement Fund as segments of permanent public roadways are constructed and dedicated to the City. For instance, segments of River Islands Parkway through Stage 2A should be completed in late 2017/early 2018 and dedication of this segment would reduce the amount of security described herein. As a result, a reduction of \$88.40 per LF (\$543,600/6,150 LF) shall be granted for each linear foot permanently constructed and dedicated to the City.

The Authority shall retain the discretion to choose between the two options outlined above as the applicable security and to request reduction of the security as described in section 3 above. As confirmation of the acceptance of the terms and conditions of this Letter of Guarantee by the

Glenn Gebhardt, City Engineer
City of Lathrop
May 4, 2017
Page 3 of 3

City, please sign and date this letter as shown on the next page. Should you have any questions regarding this Letter of Guarantee, please contact me at (209) 879-7900.


Sincerely,

By: 
Herb Moniz, Executive Director
River Islands Public Financing Authority

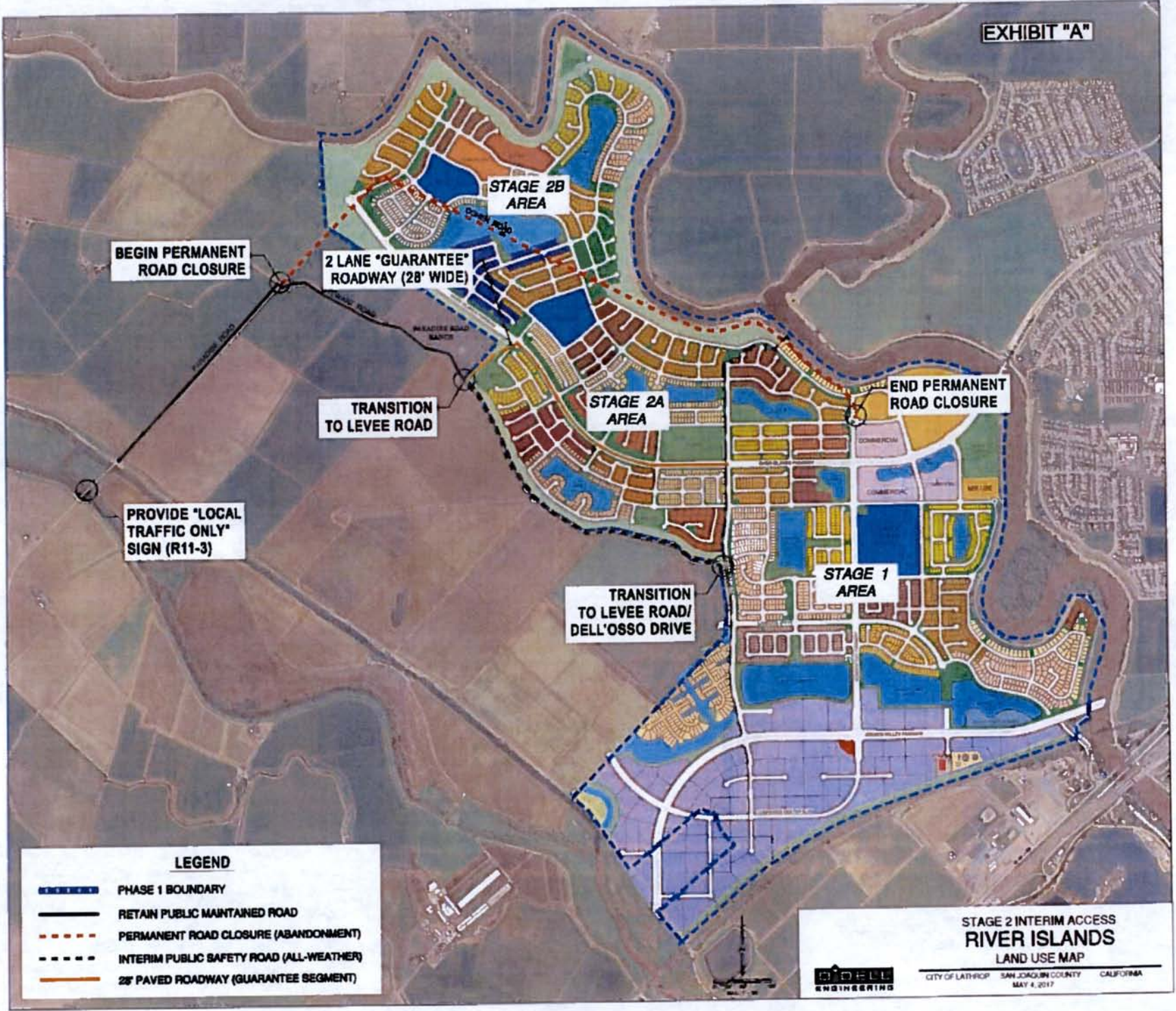
Enclosures: Exhibit "A": Location of Applicable Roadways – Cohen/Paradise
Exhibit "B": O'Dell Engineering – Engineer's Estimates

cc: Susan Dell'Osso, River Islands Development, LLC
John Zhang, O'Dell Engineering, Inc.

I Accept on Behalf of the City of Lathrop the Terms and Conditions
of the foregoing Letter of Guarantee.

By: 
Glenn R. Gebhardt, City Engineer

May 15, 2017
Date



LEGEND

	PHASE 1 BOUNDARY
	RETAIN PUBLIC MAINTAINED ROAD
	PERMANENT ROAD CLOSURE (ABANDONMENT)
	INTERIM PUBLIC SAFETY ROAD (ALL-WEATHER)
	28' PAVED ROADWAY (GUARANTEE SEGMENT)

**STAGE 2 INTERIM ACCESS
RIVER ISLANDS
LAND USE MAP**

CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA
MAY 4, 2017

DELL ENGINEERING

EXHIBIT "B"



ENGINEER'S OPINION OF PROBABLE COST
 INTERIM ROAD CONNECTION - STAGE 2A
 GUARANTEE
 RIVER ISLANDS - PHASE 1
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

May 4, 2017

Item	Description	Quantity	Unit	Unit Price	Amount
<u>SITE PREPARATION</u>					
1	Mobilization ¹	1	LS	\$ 25,000.00	\$ 22,750.00
2	Erosion Control	1	LS	\$ 2,500.00	\$ 2,500.00
Subtotal Site Preparation					\$ 25,250.00
<u>GRADING</u>					
3	Earthwork ²	1,600	CY	\$ 5.00	\$ 8,000.00
Subtotal Grading					\$ 8,000.00
<u>MISCELLANEOUS</u>					
4	3" AC (6150 LF)	172,200	SF	\$ 1.50	\$ 258,300.00
5	6" AB (6150 LF)	172,200	SF	\$ 0.90	\$ 154,980.00
6	Conform to Existing	2	LS	\$ 3,000.00	\$ 6,000.00
Subtotal Miscellaneous					\$ 419,280.00
SUBTOTAL CONSTRUCTION COST					\$ 452,530.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 453,000.00

Notes:

- 1) Mobilization assumed to be 5% of total cost.
- 2) Earthwork quantity includes 35% shrinkage.

EXHIBIT H

**RIPFA LETTER DATED, JUNE 26, 2018 OF GUARANTEE
RIVER ISLANDS PARKWAY WITHIN THE STAGE 2B DEVELOPMENT AREA**

RIVER ISLANDS PUBLIC FINANCING AUTHORITY

73 W. STEWART ROAD
LATHROP, CALIFORNIA 95330

TEL: (209) 879-7900

June 26, 2018

Glenn Gebhardt, City Engineer
City of Lathrop
390 Towne Centre Drive
Lathrop, California 95330

Subject: Letter of Guarantee - Construction of River Islands Parkway from Dell'Osso Drive to the Stage 2B Boundary (Lakeside East District) – Tract 3908

This Letter of Guarantee is being made in lieu of a performance bond for the construction of unfinished portions of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary within the Stage 2A development area of the River Islands development project (also known as the Lakeside East District). River Islands Public Financing Authority (Authority) is providing the funding for public improvements in the Stage 2A development area, including improvements to River Islands Parkway (Improvements). It is our understanding that a guarantee for construction of the River Islands Parkway Improvements through Stage 2A is required as a condition precedent to City Council approval of the Tract 3908 large lot subdivision map proposed by River Islands Development, LLC. Since the Authority is already setting aside funds for the full construction of River Islands Parkway, we are providing you this Letter of Guarantee as the required subdivision guarantee necessary for the Tract 3908 large lot final map.

The engineer's estimates as provided by O'Dell Engineering for the full cost of the of River Islands Parkway Improvements from Dell'Osso Drive to the Stage 2B boundary is \$5,264,000, and for the unfinished portions (as of June 15, 2018) of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary is \$338,004 (attached as Exhibit "A"). The Authority hereby agrees to set-aside funds in the amount of \$450,000, which amount is equal to 180% of this engineer's estimate of the unfinished improvements, in-lieu of a 100% performance bond and 50% labor and materials bond. The funds are currently held, and will be set aside, in the Improvement Fund established under the Fiscal Agent Agreement, dated as of December 1, 2015, between the Authority and Wilmington Trust, National Association, as fiscal agent. The Joint Community Facilities Agreement, dated as of November 16, 2015, between the Authority and the City allows for funds in the Improvement Fund to be used to pay costs of infrastructure improvements for the River Islands development, including River Islands Parkway. Also attached to this Letter of Guarantee is an exhibit showing the portion of River Islands Parkway being guaranteed by this letter for your reference (Exhibit "B").

Under the terms of this Letter of Guarantee, the Authority shall hold the funds as stated herein in the Improvement Fund until July 8, 2019, or until such time River Islands Parkway through Stage 2A is fully constructed, inspected and accepted into service by the City, whichever comes first. If this portion of River Islands Parkway is not constructed, inspected and accepted into service by the City by July 8, 2019 and the deadline is not extended by the City in writing, no later than September 30, 2019, the Authority will cause one of the following to occur:

1. The Authority shall use the funds set aside in the Improvement Fund to construct the River Islands Parkway Improvements. The Authority shall utilize a suitable contractor and bid the work under applicable law. The Authority and the City shall mutually agree to a timeline to which the roadway will be constructed, inspected and operational, no later than one year from the deadline noted above.
2. The Authority shall withdraw the funds from the set aside monies in the Improvement Fund and provide said monies to the City, to be held in a segregated account maintained by the City, to be used solely for construction or reconstruction of the applicable portion of River Islands Parkway. In such event, the City will use reasonable diligence to complete the construction of the River Islands Parkway. Until the completion of the River Islands Parkway and return of any excess funds to the Authority, the City will maintain records as to the reinvestment of the funds provided to it and will provide the Authority with its records as to any such investment earnings upon written request of the Authority. Additionally, in the event that the City advises the Authority in writing that the funds provided to the City are not sufficient to pay all of the costs of the construction of the River Islands Parkway and advises the Authority as to the amount of the shortfall, the Authority will advance funds to the City from the Improvement Fund in the amount of the shortfall. In such event, and upon the written request of the Authority, the City will provide to the Authority a detailed breakdown of the costs of the construction of the unfinished portions of River Islands Parkway through Stage 2A.

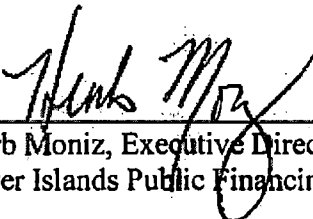
The Authority shall retain the discretion to choose between the two options outlined above. However, if any River Islands Parkway improvements remain incomplete on September 30, 2020, the Authority shall immediately resort to Option 2, and shall provide set aside moneys in the Improvement Fund as requested by the City to allow the City to complete the uncompleted improvements.

In addition, the commitment for the Authority to set aside these funds shall continue until the Improvements are constructed and accepted by the City Council, and the developer provides a one year maintenance bond in the amount of \$526,400 (10% of the full cost of the Improvements), or until the Authority provides an acceptable replacement letter of guarantee in that same amount of \$526,400 to guarantee the quality and condition of the full Improvements for one year from the date of acceptance by the City Council.

Glenn Gebhardt, City Engineer
City of Lathrop – Letter of Guarantee for Tract 3908
June 15, 2018
Page 3 of 3

As confirmation of the acceptance of the terms and conditions of this Letter of Guarantee by the City, please sign and date this letter as shown on the next page. Should you have any questions regarding this Letter of Guarantee, please contact me at (209) 879-7900.


Sincerely,

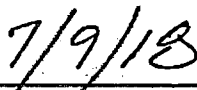
By: 
Herb Moniz, Executive Director
River Islands Public Financing Authority

Enclosures: Exhibit "A": Engineer's Estimate of full improvements from O'Dell Engineering
and Engineer's Estimate of unfinished improvements from O'Dell
Engineering
Exhibit "B": Location of guarantee on River Islands Parkway

cc: Susan Dell'Osso, River Islands Development, LLC

I Accept on Behalf of the City of Lathrop the Terms and Conditions
of the foregoing Letter of Guarantee.

By: 
Glenn R. Gebhardt, City Engineer


Date

ENGINEER'S OPINION OF PROBABLE COST
 RIVER ISLANDS - STAGE 2A
 RIVER ISLANDS PARKWAY
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

March 6, 2018
 Job No.: 25503-01

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREET WORK</u>					
1	Fine Grading	621,700	SF	\$ 0.45	\$ 279,765.00
2	7" AC Paving	316,800	SF	\$ 3.50	\$ 1,108,800.00
3	11" Aggregate Base	316,800	SF	\$ 1.65	\$ 522,720.00
4	12" Lime Treatment	316,800	SF	\$ 1.10	\$ 348,480.00
5	Vertical Curb and Gutter <i>(with AB cushion)</i>	9,600	LF	\$ 15.00	\$ 144,000.00
6	Type F Median Curb <i>(with AB cushion)</i>	9,100	LF	\$ 18.00	\$ 163,800.00
7	Roundabout Concrete	2,400	SF	\$ 5.00	\$ 12,000.00
8	Concrete Sidewalk	77,400	SF	\$ 5.00	\$ 387,000.00
9	Handicap Ramps	20	EA	\$ 2,500.00	\$ 50,000.00
10	Survey Monuments	7	EA	\$ 300.00	\$ 2,100.00
11	Barricades	1	EA	\$ 1,500.00	\$ 1,500.00
12	Traffic Signing & Striping	4,710	LF	\$ 5.00	\$ 23,550.00
13	Dewatering <i>(Budget)</i>	4,710	LF	\$ 75.00	\$ 353,250.00
Subtotal Street Work					\$ 3,396,965.00
<u>STORM DRAIN</u>					
14	Catch Basins <i>(type A inlet)</i>	24	EA	\$ 2,400.00	\$ 57,600.00
15	15" Storm Drain Pipe	1,110	LF	\$ 34.00	\$ 37,740.00
16	18" Storm Drain Pipe	220	LF	\$ 46.00	\$ 10,120.00
17	24" Storm Drain Pipe	780	LF	\$ 65.00	\$ 50,700.00
18	Storm Drain Stub & Plug	9	EA	\$ 1,000.00	\$ 9,000.00
Subtotal Storm Drain					\$ 165,160.00
<u>SANITARY SEWER</u>					
19	24" Sanitary Sewer Pipe	50	LF	\$ 150.00	\$ 7,500.00
20	Manholes	24	LF	\$ 4,000.00	\$ 96,000.00
21	Connect to Existing Sanitary Sewer	2	EA	\$ 3,000.00	\$ 6,000.00
Subtotal Sanitary Sewer					\$ 109,500.00
<u>WATER SUPPLY</u>					
22	8" Water Line <i>(including all appurtenances)</i>	740	LF	\$ 32.00	\$ 23,680.00
23	10" Water Line <i>(including all appurtenances)</i>	280	LF	\$ 40.00	\$ 11,200.00
24	20" Water Line <i>(including all appurtenances)</i>	4,630	LF	\$ 100.00	\$ 463,000.00
25	Fire Hydrants	16	EA	\$ 4,000.00	\$ 64,000.00
26	Water Service	6	EA	\$ 2,000.00	\$ 12,000.00
27	Water Plug & Stub	9	EA	\$ 1,000.00	\$ 9,000.00
28	Connect to Existing Water	1	EA	\$ 4,000.00	\$ 4,000.00
Subtotal Water Supply					\$ 586,880.00

Item	Description	Quantity	Unit	Unit Price	Amount
<u>RECYCLED WATER</u>					
29	8" Recycled Water Flushing Line <i>(including all appurtenances)</i>	80	LF	\$ 45.00	\$ 3,600.00
30	12" Recycled Water Drain Line <i>(including all appurtenances)</i>	150	LF	\$ 55.00	\$ 8,250.00
31	16" Recycled Water Line <i>(including all appurtenances)</i>	4,650	LF	\$ 65.00	\$ 302,250.00
32	Recycled Water Plug & Stub	4	EA	\$ 1,000.00	\$ 4,000.00
33	Connect to Existing Recycled Water	1	EA	\$ 5,000.00	\$ 5,000.00
Subtotal Recycled Water					\$ 323,100.00
<u>NON-POTABLE WATER</u>					
34	8" Non-Potable Water Line <i>(including all appurtenances)</i>	650	LF	\$ 35.00	\$ 22,750.00
35	16" Non-Potable Water Line <i>(including all appurtenances)</i>	4,660	LF	\$ 80.00	\$ 372,800.00
36	Non-Potable Water Service	6	LF	\$ 2,000.00	\$ 12,000.00
37	Non-Potable Water Plug & Stub	7	EA	\$ 1,000.00	\$ 7,000.00
38	Connect to Existing Non-Potable Water	1	EA	\$ 3,000.00	\$ 3,000.00
Subtotal Irrigation Water					\$ 417,550.00
<u>LAKE FILL LINE</u>					
39	16" Lake Fill Line <i>(including all appurtenances)</i>	4,820	LF	\$ 50.00	\$ 241,000.00
40	3" Aeration Line <i>(including all appurtenances)</i>	4,820	LF	\$ 4.00	\$ 19,280.00
41	Lake Fill Stub & Plug	3	EA	\$ 1,000.00	\$ 3,000.00
42	Connect to Existing Lake Fill Line	1	EA	\$ 1,000.00	\$ 1,000.00
Subtotal Lake Fill Line					\$ 264,280.00
SUBTOTAL CONSTRUCTION COST					\$ 5,263,435.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 5,264,000.00

Notes:

- 1) This estimate does not include surveying, engineering, clearing, grading, erosion control, joint trench, landscaping, irrigation, or street trees.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.



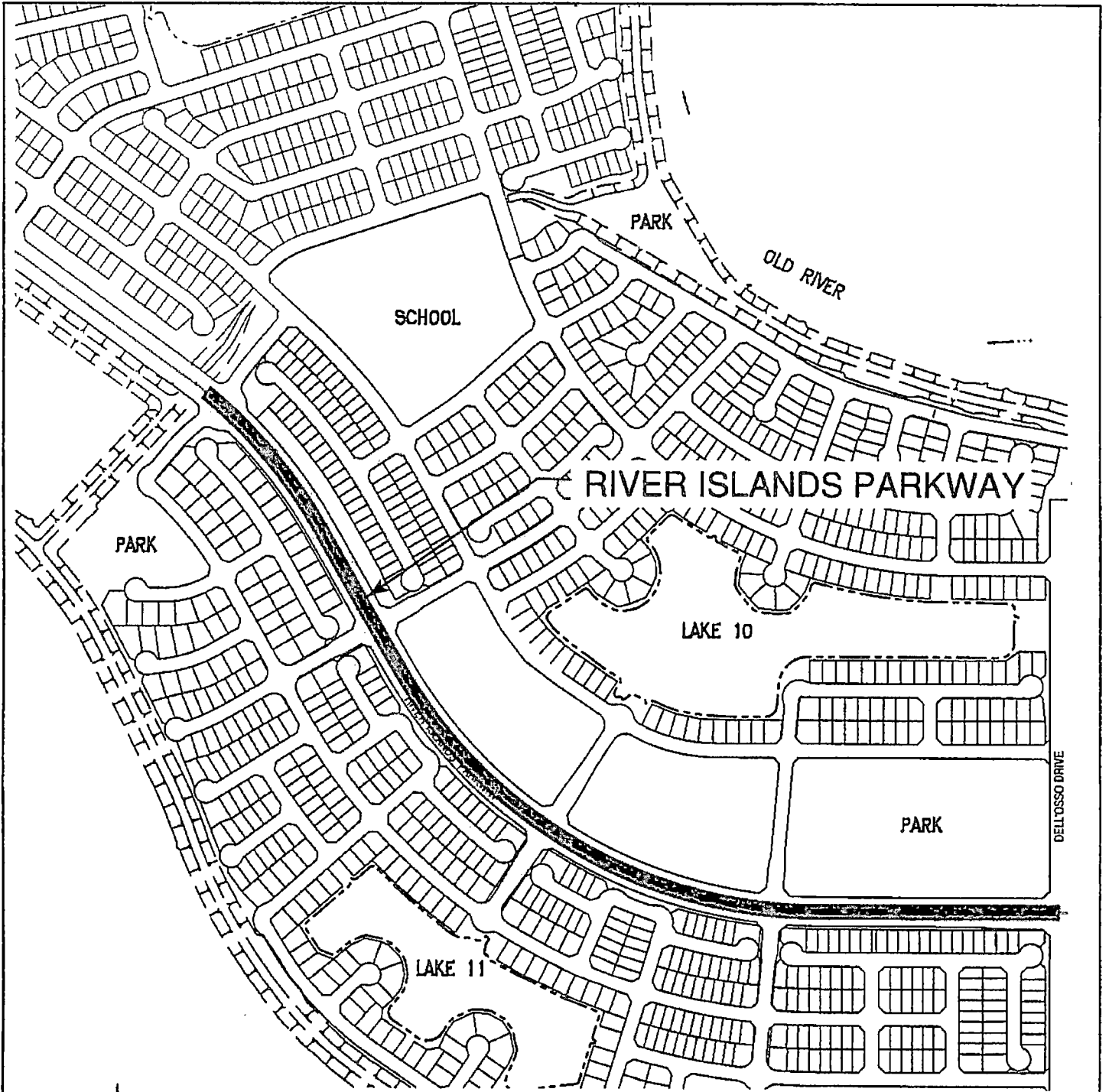
ENGINEER'S BOND ESTIMATE
COST TO COMPLETE
RIVER ISLANDS - STAGE 2A
RIVER ISLANDS PARKWAY
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

June 13, 2018
Job No.: 25503-01

Item	Description	Quantity	Unit	Unit Price	Amount
1	Sanitary Sewer & Water Raising Iron (95% Completion)	1	LS	\$ 54,400.00	\$ 54,400.00
2	Final AC Lift (90% Completion)	1	LS	\$ 246,604.00	\$ 246,604.00
3	Final Signing, Striping & Monument (0% Completion)	1	LS	\$ 37,000.00	\$ 37,000.00
TOTAL COST TO COMPLETE					\$ 338,004.00

Notes:

- 1) Estimate for cost to complete based on contractor's cost to complete summary sheet and backup documents for Stage 2A River Islands Parkway (Dell'Osso Drive to Stage 2A/2B Levee) dated June 12, 2018.



**EXHIBIT B
RIVER ISLANDS PARKWAY
STAGE 2A
JULY 2018**

EXHIBIT I

**IRREVOCABLE OFFER OF DEDICATION FOR NORBECK STREET,
GARDEN FARMS AVENUE & BOSCH AVENUE**

*Recording Requested by and
Please Return to:*

City Clerk
City of Lathrop
390 Towne Centre Drive
Lathrop, California 95330

*This Instrument Benefits City Only.
No Fee Required.
Government Code Section 27383*

This Space Above for Recorder's Use Only

**IRREVOCABLE OFFER OF DEDICATION OF EASEMENT
FOR PUBLIC ROADWAY PURPOSES AND PUBLIC UTILITY EASEMENT
(TRACT 3997 – OFFSITE ROADWAY DEDICATION – NORBECK STREET,
GARDEN FARMS AVENUE & BOSCH AVENUE)**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, River Islands Development, LLC, a California limited liability company, hereby grant(s) to the CITY OF LATHROP, a municipal corporation in the County of San Joaquin, State of California, an easement for ingress, egress and road purposes, and a public utility easement (PUE), over and across the hereinafter described real property situated in City of Lathrop and more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California, and may be accepted at any time by the City Engineer of the City of Lathrop. This Offer of Dedication may be terminated, and right to accept such offer abandoned in the same manner as is prescribed for the vacation of streets or highways by Part 3 of Division 9, or Chapter 2 of Division 2 of the Streets and Highways Code of the State of California, whichever is applicable.

The above described easement is to be kept open, clear and free from buildings and structures of any kind. This Offer of Dedication shall be irrevocable and shall be binding on the Grantor's heirs, executors, administrators, successors and assigns.

SIGNATURES:

Signed this _____ day of _____, 2019

RIVER ISLANDS DEVELOPMENT, LLC
a California limited liability company

By: _____
Name: Susan Dell'Osso
Its: President

EXHIBIT "A"
LEGAL DESCRIPTION
OFFSITE ROADWAY DEDICATION AND ADJACENT PUBLIC UTILITY EASEMENT
(NORBECK STREET, GARDEN FARMS AVENUE & BOSCH AVENUE)

(See Attached)

EXHIBIT A
LEGAL DESCRIPTION
IRREVOCABLE OFFER OF DEDICATION FOR RIGHT-OF-WAY PURPOSES
TRACT 3997 - VILLAGE Y
OFFSITE ROADWAY DEDICATION
NORBECK STREET, GARDEN FARMS AVENUE AND BOSCH AVENUE
RIVER ISLANDS
LATHROP, CALIFORNIA

CERTAIN REAL PROPERTY SITUATE IN THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCELS 14 AND 15, AS SAID PARCELS ARE SHOWN ON THAT CERTAIN MAP ENTITLED "TRACT 3908, RIVER ISLANDS, STAGE 2A, LARGE LOT FINAL MAP", FILED SEPTEMBER 20, 2018, IN BOOK 43 OF MAPS AND PLATS, AT PAGE 52, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL ONE (ROADWAY EASEMENT):

BEGINNING AT A POINT ON THE SOUTHWESTERN LINE OF SAID PARCEL 15, SAID POINT ALSO BEING ON THE NORTHEASTERN LINE OF RIVER ISLANDS PARKWAY, AT THE EASTERLY TERMINUS OF COURSE L183, LABELED AS "NORTH 68°39'11" WEST 61.05 FEET", ALL AS SHOWN ON SHEET 16 OF SAID MAP OF TRACT 3908;

THENCE, LEAVING SAID POINT OF BEGINNING, ALONG THE SOUTHWESTERN AND NORTHWESTERN LINE OF SAID PARCEL 15, RESPECTIVELY, AS SHOWN ON SAID MAP, THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 68°39'11" WEST 61.05 FEET,
- 2) ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 780.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 58°24'39" EAST, THROUGH A CENTRAL ANGLE OF 09°05'02", AN ARC DISTANCE OF 123.66 FEET, AND
- 3) NORTH 40°40'23" EAST 213.12 FEET TO AN ANGLE POINT THEREIN;

THENCE, LEAVING SAID NORTHERN LINE, NORTH 42°22'52" EAST 90.99 FEET;

THENCE, SOUTH 47°37'08" EAST 105.90 FEET;

THENCE, ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2,636.00 FEET, THROUGH A CENTRAL ANGLE OF 13°09'27", AN ARC DISTANCE OF 605.34 FEET TO AN ANGLE POINT IN THE SOUTHEASTERN LINE OF SAID PARCEL 15, SAID ANGLE POINT ALSO BEING THE WESTERN TERMINUS OF COURSE L181, ALL AS SHOWN ON SAID MAP;

THENCE, ALONG SAID SOUTHEASTERN LINE, SOUTH 78°48'17" EAST 34.95 FEET;

THENCE, LEAVING SAID SOUTHEASTERN LINE, SOUTH 28°03'54" EAST 66.26 FEET;

THENCE, SOUTH 12°26'44" WEST 34.99 FEET;

THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2,630.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 58°02'21" WEST, THROUGH A CENTRAL ANGLE OF 02°25'39", AN ARC DISTANCE OF 111.43 FEET;

THENCE, SOUTH 29°32'00" EAST 417.35 FEET;

THENCE, SOUTH 74°32'00" EAST 35.36 FEET;

THENCE, SOUTH 29°32'00" EAST 60.00 FEET TO THE SOUTHEASTERN LINE OF SAID PARCEL 14, AS SHOWN ON SAID MAP, BEING THE NORTHERN TERMINUS OF COURSE L195, LABELED AS "NORTH 15°28'00" EAST 35.36 FEET", ALL AS SHOWN ON SHEET 16 OF SAID MAP;

THENCE, ALONG THE SOUTHEASTERN AND SOUTHWESTERN LINE OF SAID PARCEL 14, RESPECTIVELY, AS SHOWN ON SAID MAP, THE FOLLOWING EIGHTEEN (18) COURSES;

- 1) SOUTH 15°28'00" WEST 35.36 FEET,
- 2) SOUTH 60°28'00" WEST 60.00 FEET,
- 3) SOUTH 74°32'00" WEST 35.36 FEET,
- 4) SOUTH 60°28'00" WEST 214.00 FEET,
- 5) ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 87.00 FEET, THROUGH A CENTRAL ANGLE OF 15°12'13", AN ARC DISTANCE OF 23.09 FEET,
- 6) ALONG A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 113.00 FEET, THROUGH A CENTRAL ANGLE OF 15°12'13", AN ARC DISTANCE OF 29.98 FEET,
- 7) SOUTH 60°28'00" WEST 85.55 FEET,
- 8) NORTH 29°32'00" WEST 74.00 FEET,
- 9) NORTH 60°28'00" EAST 85.55 FEET,
- 10) ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 113.00 FEET, THROUGH A CENTRAL ANGLE OF 15°12'13", AN ARC DISTANCE OF 29.98 FEET
- 11) ALONG A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 87.00 FEET, THROUGH A CENTRAL ANGLE OF 15°12'13", AN ARC DISTANCE OF 23.09 FEET,
- 12) NORTH 60°28'00" EAST 214.00 FEET,
- 13) NORTH 15°28'00" EAST 35.36 FEET,
- 14) NORTH 29°32'00" WEST 417.35 FEET,
- 15) ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2,570.00 FEET, THROUGH A CENTRAL ANGLE OF 02°22'34", AN ARC DISTANCE OF 106.58 FEET,
- 16) NORTH 77°31'43" WEST 35.74 FEET,
- 17) NORTH 33°08'53" WEST 60.00 FEET, AND
- 18) NORTH 11°13'59" EAST 35.74 FEET TO THE SOUTHWESTERN CORNER OF SAID PARCEL 15, AS SHOWN ON SAID MAP,

THENCE ALONG THE SOUTHWESTERN LINE OF SAID PARCEL 15, THE FOLLOWING FIVE (5) COURSES:

- 1) ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2,570.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 55°36'50" WEST, THROUGH A CENTRAL ANGLE OF 13°13'58", AN ARC DISTANCE OF 593.56 FEET,
- 2) NORTH 47°37'08" WEST 21.62 FEET,
- 3) SOUTH 86°31'38" WEST 34.82 FEET,
- 4) SOUTH 40°40'23" WEST 211.33 FEET, AND
- 5) ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 720.00 FEET, THROUGH A CENTRAL ANGLE OF 08°13'12", AN ARC DISTANCE OF 103.30 FEET TO SAID POINT OF BEGINNING.

CONTAINING 3.32 ACRES, MORE OR LESS.

EXHIBIT A
IRREVOCABLE OFFER OF DEDICATION
FOR OFF-SITE ROADWAY PURPOSES
FOR TRACT 3997- VILLAGE Y

NOVEMBER 1, 2018
JN 25502

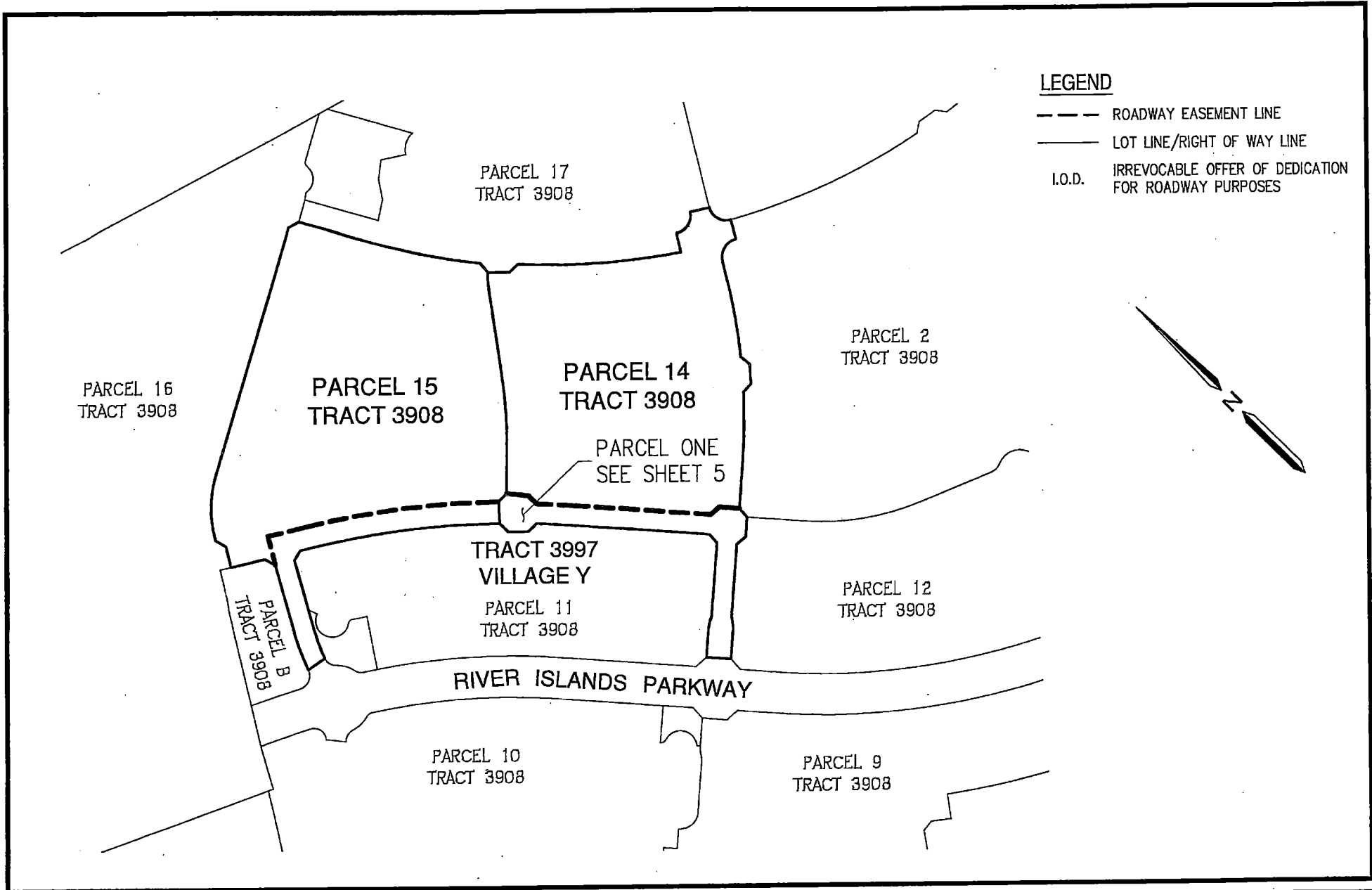
ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS
REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

Paul Kittredge
PAUL KITTREDGE
PROFESSIONAL LAND SURVEYOR
CALIFORNIA NO. 5790

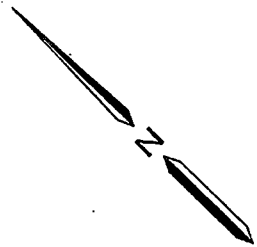
11/1/18
DATE





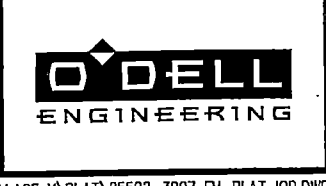
LEGEND

- ROADWAY EASEMENT LINE
- LOT LINE/RIGHT OF WAY LINE
- I.O.D. IRREVOCABLE OFFER OF DEDICATION FOR ROADWAY PURPOSES



SCALE: 1" = 400'	
DRAWN BY: BK	
FILE:	
DATE: 09/28/2018	SHEET: 4 OF 6

EXHIBIT A
RIVER ISLANDS - STAGE 2A, VILLAGE Y
 TRACT 3997- OFFSITE ROADWAY EASEMENT
 IRREVOCABLE OFFER OF DEDICATION
 NORBECK STREET, GARDEN FARMS AVENUE AND BOSCH AVENUE
 CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA

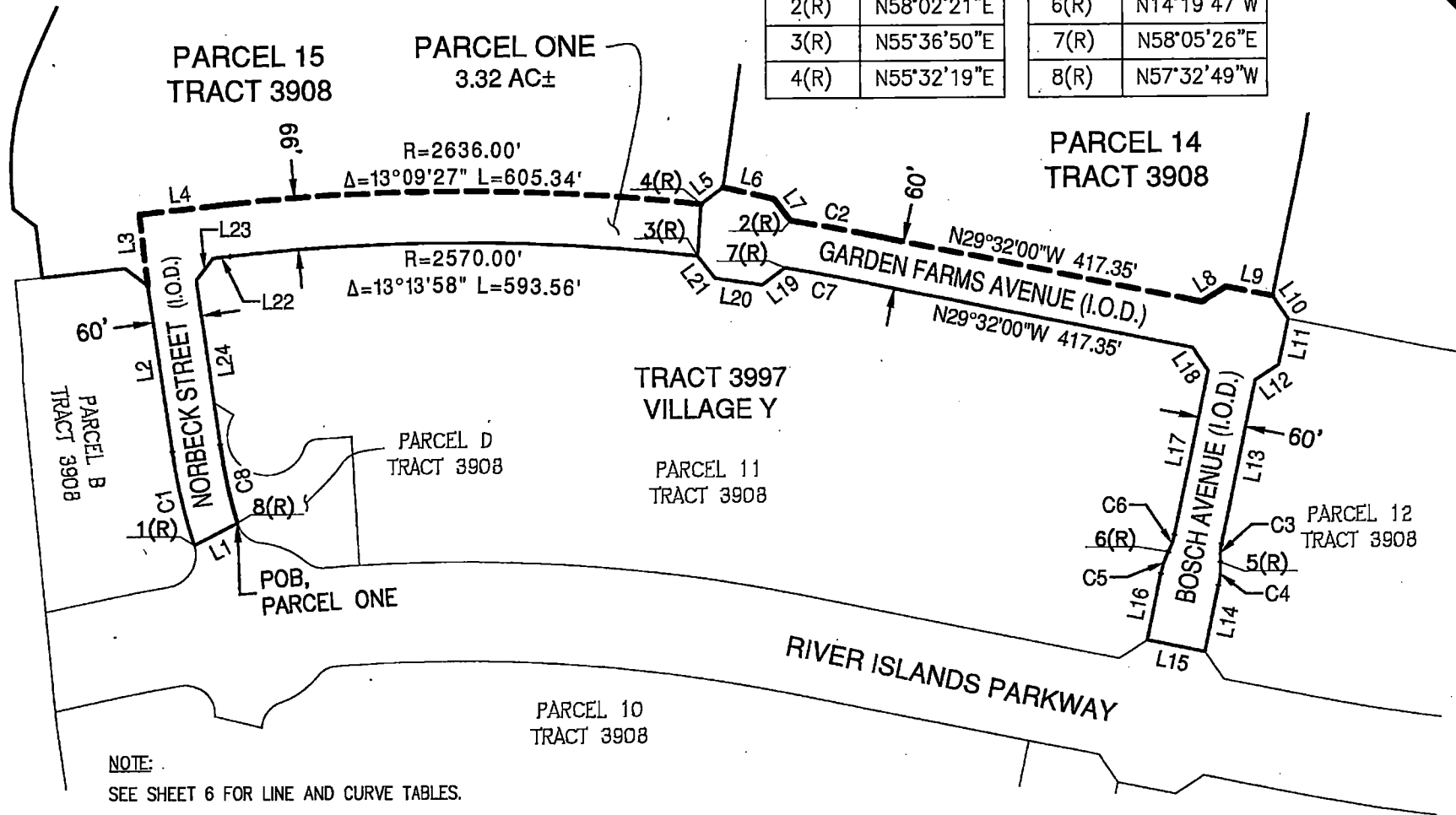
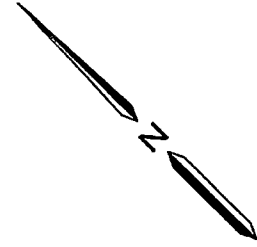


LEGEND

- ROADWAY EASEMENT LINE
- LOT LINE/RIGHT OF WAY LINE
- I.O.D. IRREVOCABLE OFFER OF DEDICATION FOR ROADWAY PURPOSES

RADIAL BEARINGS	
LINE #	DIRECTION
1(R)	N58°24'39"W
2(R)	N58°02'21"E
3(R)	N55°36'50"E
4(R)	N55°32'19"E

RADIAL BEARINGS	
LINE #	DIRECTION
5(R)	N44°44'13"W
6(R)	N14°19'47"W
7(R)	N58°05'26"E
8(R)	N57°32'49"W



NOTE:
SEE SHEET 6 FOR LINE AND CURVE TABLES.

SCALE: 1" = 200'

DRAWN BY: BK

FILE:

DATE: 09/28/2018

SHEET: 5 OF 6

EXHIBIT A
RIVER ISLANDS - STAGE 2A, VILLAGE Y
 TRACT 3997-OFFSITE ROADWAY EASEMENT
 IRREVOCABLE OFFER OF DEDICATION
 NORBECK STREET, GARDEN FARMS AVENUE AND BOSCH AVENUE
 CITY OF LATHROP
 SAN JOAQUIN COUNTY
 CALIFORNIA



CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	780.00'	9°05'02"	123.66'
C2	2630.00'	2°25'39"	111.43'
C3	87.00'	15°12'13"	23.09'
C4	113.00'	15°12'13"	29.98'
C5	113.00'	15°12'13"	29.98'
C6	87.00'	15°12'13"	23.09'
C7	2570.00'	2°22'34"	106.58'
C8	720.00'	8°13'12"	103.30'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N68°39'11"W	61.05'
L2	N40°40'23"E	213.12'
L3	N42°22'52"E	90.99'
L4	N47°37'08"W	105.90'
L5	N78°48'17"W	34.95'
L6	N28°03'54"W	66.26'
L7	N12°26'44"E	34.99'
L8	N74°32'00"W	35.36'
L9	N29°32'00"W	60.00'
L10	N15°28'00"E	35.36'
L11	N60°28'00"E	60.00'
L12	N74°32'00"W	35.36'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L13	N60°28'00"E	214.00'
L14	N60°28'00"E	85.55'
L15	N29°32'00"W	74.00'
L16	N60°28'00"E	85.55'
L17	N60°28'00"E	214.00'
L18	N15°28'00"E	35.36'
L19	N77°31'43"W	35.74'
L20	N33°08'53"W	60.00'
L21	N11°13'59"E	35.74'
L22	N47°37'08"W	21.62'
L23	N86°31'38"E	34.82'
L24	N40°40'23"E	211.33'

SCALE: 1" = 200'	
DRAWN BY: BK	
FILE:	
DATE: 09/28/2018	SHEET: 6 OF 6

EXHIBIT A
RIVER ISLANDS - STAGE 2A, VILLAGE Y
 TRACT 3997- OFFSITE ROADWAY EASEMENT
 IRREVOCABLE OFFER OF DEDICATION
 NORBECK STREET, GARDEN FARMS AVENUE AND BOSCH AVENUE
 CITY OF LATHROP
 SAN JOAQUIN COUNTY
 CALIFORNIA



EXHIBIT J
UTILITY CAPACITY GUARANTEES

In accordance with the First Amendment to the 2003 Amended and Restated Development Agreement by and Between the City of Lathrop and Califa, LLC, ("DA"), SUBDIVIDER shall provide the following guarantees for wastewater treatment and recycled water capacity to utilize an additional 120,000 gallons per day of treatment capacity from the Lathrop Consolidated Treatment Facility ("CTF") on an interim basis. As a requirement for the additional 120,000 gpd of capacity to be utilized, the following conditions were to be satisfied prior to July 1, 2019:

1. Have fully constructed, inspected and dedicated to the City the following improvements:
 - The Paradise Road Sprayfield Expansion (also known as "Sprayfield A34") to accommodate 250,000 gpd of treatment capacity
 - Recycled Water Pipeline extensions to the Sprayfield Expansion as necessary
2. Provide any outstanding funding for RWQCB permits and/or authorizations to be completed by the City to allow use of Sprayfield A34.
3. Implement terms and conditions of the Second Amendment to the Sprayfield Lease Agreement between Califa, LLC and the City, including recordation of the Second Memorandum of Lease with Option to Purchase.

With the appropriate guarantees in place, SUBDIVIDER shall be allocated and allowed to use the first 120,000 gpd of the 650,000 gpd constructed at the CTF with SUBDIVIDER funding.

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

March 25, 2018

Via Email and First Class Mail

Old Republic Title Company
3558 Deer Park Drive, Suite 103
Stockton, CA 95219
Attn: Karen Sayles

Re: Recordation of Final Map 3997; Escrow No. 1614020234

Dear Karen:

This letter constitutes the joint escrow instructions ("**Escrow Instructions**") of River Islands Development, LLC, a California limited liability company ("**RID**"), and the City of Lathrop ("**City**") in connection with the above-referenced escrow ("**Escrow**"). The Escrow was opened in connection with recordation of the above-referenced final map ("**Final Map**"). Recordation of the Final Map is subject to the conditions set forth below. The transactions described in these Escrow Instructions are referred to as the "**Transaction**." Old Republic Title Company is referred to as "you" or "**ORTC**."

A. Date for Closings

The Final Map will be recorded at the time designated by RID as set forth below. The Final Map can only be recorded after the City has approved the map in writing. The closing date for the Transaction is intended to occur by December 31, 2019, at the time designated in writing by RID, subject to satisfaction of the conditions set forth below (each a "**Closing**"). If the Final Map has not been recorded by December 31, 2020, ORTC will return the Final Map to the City.

B. Documents to be Delivered and Recordation Documents

In connection with the Transaction, you have in your possession or will receive the following documents from City for recordation in the Official Records of San Joaquin County, California ("**Official Records**").

B.1. One original Final Map for Tract 3997, executed and acknowledged by the City.

B.2. Irrevocable Offer of Dedication of Easement for Public Roadway Purposes and Public Utility Easement (Tract 3997 – Offsite Roadway Dedication – Norbeck Street, Garden Farms Avenue and Bosch Avenue).

The documents listed in Items B.1 and B.2 above are referred to as the "**Recordation Documents**." The Recordation Documents shall be recorded in the order referred to above. The date on which the Recordation Documents are recorded in the Official Records is the Recordation Date.

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

C. Funds and Settlement Statement

You also have received, or will receive from RID, prior to the recordation of the Recordation Documents, in immediately available funds, the following amounts, in accordance with the settlement statement prepared by you and approved in writing by both RID and City ("**Settlement Statement**"): recordation costs, escrow fees and other amounts as set forth in the Settlement Statement. Such costs, fees and other amounts are the sole responsibility of RID.

C.1 Funds to be wire transferred directly to the entity set forth below, immediately upon recordation of the Final Map, in accordance with the wire transfer instructions for each entity are set forth below:

- The amount of \$23,211.36, payable to the City pursuant to that certain Agreement to Settle Litigation Regarding River Islands at Lathrop, as amended ("**Sierra Club Agreement**"), constituting the amount of \$3,184.00 multiplied by 7.29 acres (or portion thereof) included in the Final Map, is to be transferred to the City upon recordation of the Final Map. The City's wire instructions are set forth below.

The amounts set forth in Section C are referred to as the "**Closing Funds.**"

D. Closing Requirements

When the following has occurred, you are authorized to close the Escrow at the time(s) and in accordance with the process set forth below:

D.1. You have delivered copies of your Settlement Statement by email transmission to: Susan Dell'Osso (sdelloso@riverislands.com), Debbie Belmar (dbelmar@riverislands.com), Stephen Salvatore (ssalvatore@ci.lathrop.ca.us), Salvador Navarrete (snavarrete@ci.lathrop.ca.us), Cari James (cjames@ci.lathrop.ca.us) and Glenn Gebhardt (ggebhardt@ci.lathrop.ca.us), and have confirmation (by telephone or email) from Susan Dell'Osso and Stephen Salvatore or Glenn Gebhardt that the Settlement Statement is accurate and acceptable.

D.2. You have not received any instructions contrary to these Escrow Instructions.

D.3. The Recordation Documents and all other documents described herein as being held by you or delivered to you have been received by you and have been fully executed and, where applicable, acknowledged, and you have attached all legal descriptions or have confirmed that all exhibits and legal descriptions are attached.

D.4. You are prepared to record the Recordation Documents, as designated, release funds in accordance with the Settlement Statement and complete the Transaction in compliance with these Escrow Instructions.

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

D.5. You have delivered a copy of these instructions, executed by an authorized signatory of ORTC with authority to bind ORTC, and initialed all pages, by email transmission (with original hard copy to follow by U.S. Mail) to Debbie Belmar and Glenn Gebhardt at the email addresses set forth above.

D.6. You have received confirmation (by email or other writing) from Susan Dell'Osso and Stephen Salvatore or Glenn Gebhardt to record the Recordation Documents and complete the Transaction.

E. Closing Process and Priorities

When you have fully satisfied all of the closing requirements set forth in Section D, then you are authorized and instructed to do the following in the chronological order given:

E.1. Date the Recordation Documents to be recorded.

E.2. Record the Recordation Documents in the Official Records.

E.3. Pay the costs associated with the Transaction.

E.4. Refund any funds delivered to you by RID that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

River Islands Development, LLC
73 W. Stewart Road
Lathrop, CA 95330
Attn: Susan Dell'Osso

E.5. Notify Susan Dell'Osso, Debbie Belmar, Stephen Salvatore, Glenn Gebhardt and Jose Molina (JMolina@sjgov.org) of the completion of the Transaction.

E.6. Within five (5) business days after each Recordation Date, deliver by overnight delivery via recognized, national, overnight delivery carrier to: (1) Susan Dell'Osso, River Islands Development, LLC, 73 W. Stewart Road, Lathrop, CA 95330; and (2) Mr. Salvador Navarrete, City Attorney, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330:

(A) A certified copy of the Recordation Documents, showing all recording information of the Recordation Documents; and

(B) A certified copy of the final Settlement Statement.

F. Additional Instructions

When assembling the final documents, signature pages from all parties shall be inserted into each respective final document in creating fully executed counterparts. Please acknowledge receipt of these instructions and your agreement to act as Escrow agent in connection with this Transaction in accordance with these Escrow Instructions,

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

by executing and dating a copy of these Escrow Instructions where indicated below, initialing all pages and returning it to both of the undersigned.

The Escrow Instructions may be modified only in a writing signed by both of the undersigned.

Very truly yours,

Stephen J. Salvatore
City Manager
City of Lathrop

Susan Dell'Oso
President
River Islands Development, LLC

**ESCROW INSTRUCTIONS
ACKNOWLEDGEMENT AND AGREEMENT:**

Receipt of the foregoing Escrow Instructions from RID and the City is hereby acknowledged. The undersigned agrees, for itself, and on behalf of ORTC, to proceed in strict accordance with these Escrow Instructions. The undersigned represents and warrants to RID and the City that the undersigned is authorized to execute this Acknowledgement and Agreement, for itself, and on behalf of ORTC.

Old Republic Title Company

By: _____
Its: _____
Date: _____

**CITY MANAGER'S REPORT
JUNE 10, 2019 CITY COUNCIL REGULAR MEETING**

ITEM: **FIVE YEAR AGREEMENT EXTENSION TO THE SOLID WASTE COLLECTION AND DISPOSAL FRANCHISE AGREEMENT FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS**

RECOMMENDATION: **Adopt Resolution Approving a Five (5) Year Agreement Extension, Amendment No. 3, to the Franchise Agreement for Residential and Commercial Customers, Between City of Lathrop and Lathrop Sunrise Sanitation Corporation (Formerly Allied Waste Corporation, and dba Republic Services), Authorize Consumer Price Index (CPI) Rate Adjustment for Fiscal Year 2019-20, and Approve Recycling Fee Adjustment**

SUMMARY:

At the last Council Meeting of May 13, 2019, City and Republic Services staff provided an informational overview of the proposed draft agreement terms for Amendment No. 3 (*Attachment A*). Additionally, Republic Services provided a follow-up to the September 10, 2018, City Council presentation regarding the impacts and changes in the recycling markets, also known as the "China Sword" effects. The Council deliberated on the matter and was able to ask further questions of staff and Republic Services. At that time, staff informed Council that final approval of Amendment No. 3 would be brought back on June 10th for formal vote of the Council.

Therefore, due to Republic Service's good standing and positive involvement in our community, staff recommends Council's approval of a new 5-year agreement extension (Amendment No. 3). The term of this agreement would be July 1, 2019 to June 30, 2024.

BACKGROUND:

The Lathrop Municipal Code Section 8.16.090 gives the City the exclusive right and duty to contract for the provisions to provide for the collection and transportation of garbage collection and disposal thereof within the City limits under such terms and conditions as it deems necessary for the public health, safety and well-being of the citizens and residents of the City of Lathrop.

The City of Lathrop has been doing business with our current Hauler, Republic Services since 1995, when the original company Lathrop Sunrise Sanitation Corporation, assumed the 60-day assignment of the 1990 Agreement between the City and Environmental Services Inc. Lathrop Sunrise Sanitation Corporation remains the legal entity, and acts as a corporation under Republic Services.

**JUNE 10, 2019 CITY COUNCIL REGULAR MEETING
 APPROVAL AMENDMENT NO. 3, FIVE YEAR AGREEMENT EXTENSION, TO
 THE SOLID WASTE COLLECTION AND DISPOSAL FRANCHISE AGREEMENT
 FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS**

Since the original agreement was executed in 1995, Republic Services has provided the City with excellent low cost service and the orderly collection and transportation of solid waste removal, in compliance with the source reduction and recycling elements of the City's waste management plan. Furthermore, each time the agreement was renewed, the agreement language was updated to add or modify service levels depending on the current needs of the City.

Franchise Agreement History, since incorporation in July 1989:

Council Action Date	Hauler/Company Name	Term of Agreement
<i>May 25, 1990</i>	Lathrop Environmental Services, Inc. (prior County Franchise Hauler)	Entered into a 7 year long-term agreement, beginning June 1, 1990, with renewable language clause for an additional 3 years
<i>January 3, 1995</i>	Lathrop Sunrise Sanitation Corporation	Assumed 60 day assignment of the 1990 long-term Agreement between the City and Environmental Services Inc., as approved by probate court proceedings.
<i>March 21, 1995</i>	Lathrop Sunrise Sanitation Corporation	Entered into a 5 year agreement, beginning April 1, 1995, with renewable language clause
<i>June 15, 1999</i>	Lathrop Sunrise Sanitation Corporation	Entered into a 5 year agreement, beginning July 1, 1999, with renewable language clause
<i>October 21, 2003</i>	Lathrop Sunrise Sanitation Corporation	Entered into a 5 year agreement, beginning July 1, 2004 to June 30, 2009, with renewable language clause
<i>June 2, 2009</i>	Allied Waste Corporation (formerly Lathrop Sunrise Sanitation Corporation)	Entered into Amendment #1, a 5 year agreement, to the 2003 agreement, July 1, 2009 to June 30, 2014; with renewable language clause
<i>June 2, 2017</i>	Republic Services (formerly Allied Waste Corporation and Lathrop Sunrise Sanitation Corporation)	Entered into Amendment #2, a 5 year agreement, to the 2003 agreement, July 1, 2014 to June 30, 2019; with renewable language clause
<i>May 13, 2019</i>	Republic Services (formerly Allied Waste Corporation and Lathrop Sunrise Sanitation Corporation)	Discussed proposed draft of Amendment #3, a 5 year agreement, to the 2003 agreement, July 1, 2019 to June 30, 2024; with renewable language clause; and rate increase adjustment.

**JUNE 10, 2019 CITY COUNCIL REGULAR MEETING
APPROVAL AMENDMENT NO. 3, FIVE YEAR AGREEMENT EXTENSION, TO
THE SOLID WASTE COLLECTION AND DISPOSAL FRANCHISE AGREEMENT
FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS**

At the last Council Meeting of May 13, 2019, City and Republic Services staff provided an informational overview of the proposed draft agreement terms for Amendment No. 3 (*Attachment A*). Additionally, Republic Services provided a follow-up to the September 10, 2018, City Council presentation regarding the impacts and changes in the recycling markets, also known as the "China Sword" effects. The Council deliberated on the matter and was able to ask further questions of staff and Republic Services. At that time, staff informed Council that final approval of Amendment No. 3 would be brought back on June 10th for formal vote of the Council.

Due to Republic Service's good standing with the City and positive involvement in our community, City staff recommends approval of a new 5-year agreement, according to the terms of the existing agreement. The term of the existing agreement ends June 30, 2019. Amendment No. 3 would extend the Franchise Agreement July 1, 2019 and to June 30, 2024.

Tonight's action is requesting City and Republic Services the following agreement terms for Amendment No. 3., which include:

Renewed Current Levels of Service & Special Programs

- Weekly Residential and Commercial Solid Waste Collection
 - 3 Bin Collection: Solid Waste/ Recycling / Green Waste
 - Up to a maximum of 6 times per week for Commercial
 - Pays City a Franchise Fee of 7% and the 3% AB 939 Fee, set forth by the LMC Section 8.16.180 of the total commercial and residential revenues collected on a monthly basis.
- Special Services
 - Gratis Services for City Facilities
 - Illegal Hazardous Waste Collection (from City facilities)
 - At the request from the City; max 18 illegal waste piles per year
 - Disposal for Public Works
 - City allowed up to 200 tons of non-hazardous solid waste disposal at Forward Landfill
 - Close-out Service
 - Upon City referral for one-time garbage collection on vacant/abandoned residential property
 - Motor Oil & Filter Recycling
 - Weekly residential collection; max 10 quarts of used oil; 4 used motor oil filters (properly secured from leaking or contamination to the environment)
 - Battery Recycling
 - Weekly residential collection; properly secured in zip lock bags in recycling container
 - Senior Citizen Discount –
 - 20% discount to residents 65 years and older

**JUNE 10, 2019 CITY COUNCIL REGULAR MEETING
 APPROVAL AMENDMENT NO. 3, FIVE YEAR AGREEMENT EXTENSION, TO
 THE SOLID WASTE COLLECTION AND DISPOSAL FRANCHISE AGREEMENT
 FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS**

- Waste Management and Recycling Education Outreach Programs
 - Attend at least 2 events per year
 - Last event held April 27, 2019, for Earth Day, provided: *Free mulch giveaway, tire and mattress disposal, and hazardous waste collection.*
- Education Outreach Programs for Schools
 - Offers \$750 scholarship to each school; 5 schools
- Annual Special Residential Collections
 - Spring Clean-up
 - Includes E-waste, tires, - 50 lbs. MAX
 - No Hazardous Waste
 - Winter Christmas Tree Recycling & Green Waste Pick-up
 - 50 lbs. max per household

NEW 5 Year Term Extension Levels of Service & Special Programs
to be Effective July 1, 2019

The five (5) year term extension to the agreement provides the following additional and enhanced services to the existing solid waste collection and disposal agreement:

- **Annual Rate Increase** – as allowed by the terms of the original 2004 agreement, and in addition to a \$3.95 recycling fee adjustment to address the revenue losses due to changes and restrictions in China's acceptance of recyclable materials (known as the "China Sword" effects).

Pursuant to the Lathrop Municipal Code Section 8.16.170 and Section 26 of the 2004 Agreement between the City of Lathrop and Republic Services (formerly Allied Waste Corporation) the collection rates shall be review annually, and adjusted effective July 1. The agreement allows for an adjustment based on the prior year change in the All Urban Consumers (CPI-U) for San Francisco-Oakland-San Jose, California area, as published by the United States Department of Labor, Bureau of Labor Statistics. Over the last twelve months, or the period from February 1, 2018 through February 1, 2019, the CPI-U increased to 3.5%. The April 2019 Consumer Price Index for the San Francisco-Oakland-Hayward area is scheduled to be released on May 10, 2019. However, due to the timing of this report the proposed rates are calculated based on the current CPI-U of 3.5%.

The proposed rates for FY 2019-20, under the new terms of the Amendment, are attached to this staff report as "*Attachment B*".

- **Academic Scholarships** – increase the number of annual \$750 academic scholarships provided by Republic Services from five to six, to include the Next Generation STEAM Academy at River Islands.

CITY MANAGER'S REPORT **PAGE 5**
JUNE 10, 2019 CITY COUNCIL REGULAR MEETING
APPROVAL AMENDMENT NO. 3, FIVE YEAR AGREEMENT EXTENSION, TO
THE SOLID WASTE COLLECTION AND DISPOSAL FRANCHISE AGREEMENT
FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS

- **Update Levels of Service** – update levels of service language to address State Mandated Commercial Organics Recycling (AB 1826 Chesbro)
 - This includes language to define enhanced levels of service currently being provided by Republic Services to Commercial Customers as required by State Law.

REASON FOR RECOMMENDATION:

Since the original agreement was executed in 2004, Republic Services has provided the City with excellent low cost service. The City of Lathrop has a unique franchise agreement in which the hauler has traditionally provided the community with services and perks beyond what a normal franchise agreement offers. Due to Republic Service's good and long standing with the City and positive involvement in our community, staff proposes to extend the agreement according to the provided terms. Staff believes the negotiated terms of the amendment will continue to provide services that greatly benefit the Lathrop community.

Additionally, and most importantly, Republic Services is one of the few haulers in this region that own and operate their own landfill, included with a state of the art organics processing facility. Having said infrastructure, allows our current hauler the ability to provide the most cost effective options for service and rates for our City.

Therefore, staff recommends approval of a new 5-year agreement, according to the terms of the existing agreement. The term of the existing agreement ends June 30, 2019. Amendment No. 3 would extend the Franchise Agreement July 1, 2019 and to June 30, 2024.

FISCAL IMPACT:

Amendment No. 3 does not require expenditures on the City's behalf; however, the City will continue to receive revenue as set forth in the terms of the current agreement with Republic Services. Republic Services pays the City a Franchise Fee of 7% and the 3% AB 939 Fee set forth by the LMC Section 8.16.180 of the total commercial and residential revenues collected. This revenue is used to offset operational costs related to recycling and solid waste for City streets and infrastructure.

To date (thru March 2019) the City has collected \$124,213.47 from the AB 939 Recycling Franchise Fee of 3%, and \$220,479.19 from the Agreement Franchise Fee of 7%.

ATTACHMENTS:

- A. Resolution to Approve Amendment No. 3 and Collection Rates for FY 19-20
- B. Amendment No. 3, with Lathrop Sunrise Sanitation
 - a. Proposed Rates for FY 2019-20, Effective July 1, 2019

CITY MANAGER'S REPORT
JUNE 10, 2019 CITY COUNCIL REGULAR MEETING
APPROVAL AMENDMENT NO. 3, FIVE YEAR AGREEMENT EXTENSION, TO
THE SOLID WASTE COLLECTION AND DISPOSAL FRANCHISE AGREEMENT
FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS

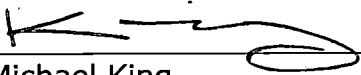
APPROVALS:



Teresa Vargas
City Clerk

6/3/19

Date



Michael King
Assistant Public Works Director

6-3-19


Date



Cari James
Administrative Services and Finance Director

6/4/19

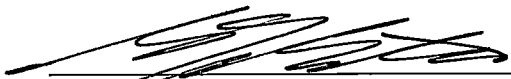
Date



Salvador Navarrete
City Attorney

6-3-19

Date



Stephen J. Salvatore
City Manager

6.4.19

Date

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING AMENDMENT NO. 3 TO THE FRANCHISE AGREEMENT BETWEEN CITY OF LATHROP AND LATHROP SUNRISE SANITATION CORPORATION (FORMERLY ALLIED WASTE CORPORATION, AND DBA REPUBLIC SERVICES), AND AUTHORIZE CONSUMER PRICE INDEX (CPI) RATE ADJUSTMENT FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS FOR FISCAL YEAR 2019-20, AND APPROVE RECYCLING FEE ADJUSTMENT

WHEREAS, the City of Lathrop has been doing business with our current hauler, Republic Services since 1995, when the original company Lathrop Sunrise Sanitation Corporation, assumed the 60-day assignment of the 1990 Agreement between the City and Environmental Services Inc. Lathrop Sunrise Sanitation Corporation remains the legal entity, and acts as a corporation under Republic Services;

WHEREAS, the original agreement was for five (5) years with the option to extend five (5) year terms under the same terms and conditions; and

WHEREAS, since the original agreement was executed in 1994, Republic Services has provided the City with excellent low cost service, as a result, the City has chosen to extend the contract according to the terms; and

WHEREAS, the term of the existing agreement ends June 30, 2019 and staff believes that we have negotiated favorable contract terms for an additional five (5) year term; and

WHEREAS, included in this staff report for approval is Amendment No. 3 to the original Franchise Agreement between the City and Republic Services; and

WHEREAS, staff believes the negotiated terms of the amendment include very competitive rates; provide services that greatly benefit the community at a proven low cost of service; and

WHEREAS, pursuant Lathrop Municipal Code Section 8.16.170 and Section 26 of the original Franchise Agreement between the City of Lathrop and Republic Services Waste the collection rates shall be review annually, and adjusted effective July 1; and

WHEREAS, the original Franchise Agreement allows for an adjustment based on the prior year change in the All Urban Consumers (CPI-U) for San Francisco-Oakland-San Jose, California area, as published by the United States Department of Labor, Bureau of Labor Statistics; and

WHEREAS, the change in the CPI for the period April 1, 2018 through April 1, 2019 was 3.5%; and

WHEREAS, the proposed rates for FY 2019-20, under the new terms of the Amendment, are attached to this Resolution as "Attachment B"; and

WHEREAS, the five (5) year Agreement Amendment No. 3 provides the following additional and enhanced services to the existing solid waste collection and disposal agreement:

NEW 5 Year Term Extension Levels of Service & Special Programs
to be Effective July 1, 2019

The five (5) year term extension to the agreement provides the following additional and enhanced services to the existing solid waste collection and disposal agreement:

- **Annual Rate Increase** – as allowed by the terms of the original franchise agreement, and recycling fee adjustment to address the revenue losses due to changes and restrictions in China's acceptance of recyclable materials (known as the "China Sword" effects).

Pursuant to the Lathrop Municipal Code Section 8.16.170 and Section 26 of the 2004 Agreement between the City of Lathrop and Republic Services (formerly Allied Waste Corporation) the collection rates shall be review annually, and adjusted effective July 1. The agreement allows for an adjustment based on the prior year change in the All Urban Consumers (CPI-U) for San Francisco-Oakland-San Jose, California area, as published by the United States Department of Labor, Bureau of Labor Statistics. Over the last twelve months, or the period from February 1, 2018 through February 1, 2019, the CPI-U increased to 3.5%. The April 2019 Consumer Price Index for the San Francisco-Oakland-Hayward area is scheduled to be released on May 10, 2019. However, due to the timing of this report the proposed rates are calculated based on the current CPI-U of 3.5%.

The proposed rates for FY 2019-20, under the new terms of the Amendment, are attached to this staff report and Resolution as "*Attachment B*".

- **Academic Scholarships** – increase the number of annual \$750 academic scholarships provided by Republic Services from five to six, to include the Next Generation STEAM Academy at River Islands.
- **Update Levels of Service** – update levels of service language to address State Mandated Commercial Organics Recycling (AB 1826 Chesbro)
 - This includes language to define enhanced levels of service currently being provided by Republic Services to Commercial Customers as required by State Law.

WHEREAS, staff requests that City Council approve Amendment No. 3 to the Franchise Agreement between City of Lathrop and Lathrop Sunrise Sanitation Corporation (formerly Allied Waste Corporation, and dba Republic Services), for an additional five (5) year term.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop authorize the City Manager to execute Amendment No. 3 to the Franchise Agreement between City of Lathrop and Lathrop Sunrise Sanitation Corporation (formerly Allied Waste Corporation, and dba Republic Services), for an additional five (5) year term.

BE IT FURTHER RESOLVED THAT, the City Council of the City of Lathrop authorize an increase of the Collection Rates (Attachment B) based on the Consumer Price Index for All Urban Consumers for the San Francisco – Oakland - San Jose Area for Fiscal Year 2019-20, and approve recycling fee adjustment.

The foregoing resolution was passed and adopted this 10th day of June 2019, 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

Amendment No. 3 To The Agreement Between the City of Lathrop and Lathrop Sunrise Sanitation Service, Inc.

This Third Amendment to Agreement between the City of Lathrop and Lathrop Sunrise Sanitation Service, Inc., dated effective as of July 1, 2019 (“**Third Amendment**”) is entered into by and between the City of Lathrop, a California municipal corporation (“**CITY**”) and Lathrop Sunrise Sanitation Service, Inc., a California corporation (“**CONTRACTOR**”). City and Contractor are sometimes collectively referred to herein as the “**Parties**”.

Recitals

A. CITY and CONTRACTOR did execute that certain Agreement between the City of Lathrop and Lathrop Sunrise Sanitation Service, Inc., (formerly Lathrop Sunrise Sanitation Corporation) dated as of October 21, 2003 (“**Agreement**”) for the collection and transportation of solid waste within the City limits.

B. The term of the original Agreement, pursuant to Section (4) therein, was scheduled to terminate June 30, 2009.

C. CITY and CONTRACTOR executed Amendment 1, effective July 1, 2009, to extend the Agreement to June 30, 2014.

D. CITY and CONTRACTOR executed Amendment 2, effective July 1, 2014, to extend the Agreement to June 30, 2019.

E. The Parties wish to further amend the Agreement to (i) extend the term, and (ii) make additional changes, as provided herein adopt the Collection Rates for FY 19-20 (Exhibit A) based on the Consumer Price Index for All Urban Consumers for the San Francisco – Oakland - San Jose Area for Fiscal Year 2019-20, and related recycling fee adjustment. *Subsequent collection rate adjustments are pursuant to the Lathrop Municipal Code Section 8.16.170 and Section 26 of the original Franchise Agreement between the City of Lathrop and Republic Services Waste the collection rates shall be review annually, and adjusted effective July 1.*

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties amend the Agreement as follows:

Agreement

1. **Revised Term:** The Parties agree to delete Section (4) of the Agreement in its entirety and replace it with the following:

“The effective date of this Agreement is July 1, 2004 and it shall terminate no later than June 30, 2024 provided, that the CITY and CONTRACTOR may renew this agreement under the same terms and conditions for five (5) year periods, by giving the CONTRACTOR written notice of renewal no later than six (6) months prior to expiration of the term then current.”

2. **Revised Definitions:** The Parties agree to delete Section (1), Items 1, 14 of the Agreement in their entirety and replace them with the following:

“1. Commercial Solid Waste-shall be defined as solid waste generated by or originating from stores; business offices; commercial warehouses; hospitals; educational, health care, military, and correctional institutions; multiple family dwelling units of four or more units; and government offices. Commercial solid waste does include construction solid waste, commercial organic waste, commercial recyclable material, and waste building materials (i.e., non-hazardous packaging and rubble resulting from construction, remodeling, repair and demolition operations on pavements, residential and commercial buildings, and other structures, which packaging and rubble may include, among other things, lumber, cement, and metal).”

“13. Green Waste / Yard Waste: shall be any vegetative waste matter generated from normal maintenance or alteration of public, residential, or commercial landscapes including, but not limited to: plant debris, grass, vine clipping, leaves, tree trimmings, pruning, brush, weeds, and limbs and branches that shall fit within the cart designated for yard waste-with the lid closed. Yard waste shall not include dirt, rocks, dead animals, or inorganic material.

“14. Organic Waste Material: food waste, such as: food scraps and food trimmings and other putrescible waste that results from food production, preparation, or consumption; and green waste/yard waste.

3. **Levels of Service:** The Parties agree to amend Sections (6)C of the Agreement as follows:

Section C – Commercial Solid Waste: Commercial solid waste shall be collected no less frequently than once each calendar week, up to a minimum of six times each week, as may be mutually agreed by CONTRACTOR and given commercial customer. The collection of commercial solid waste shall include but no limited to Mandatory Commercial Organics Recycling as mandated by State Law.

4. **Rate Increases for Calendar Years 2019-2024:** Parties agree rate changes for Calendar Years 2019-2024 shall be detailed in attached rate schedule effective July 1, 2019.

5. **Revised Community Outreach:** The Parties agree to amend Section (6)A. of the Agreement as follows:

“A. Community Outreach

2. Education Outreach Programs for Schools. CONTRACTOR shall annually provide six (6) \$750.00 scholarships for use at post-secondary educational institutions, one each to a student graduating from each of the four public schools in the City and to include the River Islands Technology Academy and the Next Generation STEAM Academy at River Islands; the means of selecting such scholarships recipients shall be determined by CONTRACTOR in concert with the principal of each school. In the alternative, or in a combination thereof, the Principals may elect to purchase supplies or equipment as otherwise appropriate.”

6. **Effect of Amendment:** Except as expressly modified by this Third Amendment, the Agreement shall remain in full force and effect in accordance with its stated provisions. In the event of any conflict or inconsistency between the provisions of this Third Amendment and the provisions of the Agreement, the provisions of this Third Amendment shall be controlling and binding upon the Parties.

EXECUTED EFFECTIVE AS OF THE EFFECTIVE DATE DESCRIBED ABOVE.

CITY:

City of Lathrop,

CONTRACTOR:

Lathrop Sunrise Sanitation Services, Inc. a California corporation

By:

Name: Stephen J. Salvatore
Its: City Manager

By:

Name: Kevin Basso
Its: General Manager

By:

Name: Salvador Navarrete
Its: City Attorney



Republic Services Residential Rate Adjustment Effective July 1, 2019					
Service Category	Current Monthly Rate (2018)	3.5% CPI	Subtotal	Recycle Charge	New Rate Eff 7/1/19
Residential					
30 Gallon	\$29.22	\$1.02	\$30.24	\$3.95	\$34.19
60 Gallon	\$31.76	\$1.11	\$32.87	\$3.95	\$36.82
90 Gallon	\$36.58	\$1.28	\$37.86	\$3.95	\$41.81
Senior Citizens					
30 Gallon	\$21.16	\$0.74	\$21.90	\$3.95	\$25.85
60 Gallon	\$23.00	\$0.81	\$23.81	\$3.95	\$27.76
90 Gallon	\$26.45	\$0.93	\$27.38	\$3.95	\$31.33
MHP/Trailer					
30 Gallon	\$23.80	\$0.83	\$24.63	\$3.95	\$28.58
60 Gallon	\$24.34	\$0.85	\$25.19	\$3.95	\$29.14
90 Gallon	\$28.59	\$1.00	\$29.59	\$3.95	\$33.54
MHP Senior					
30 Gallon	\$17.24	\$0.60	\$17.84	\$3.95	\$21.79
60 Gallon	\$17.62	\$0.62	\$18.24	\$3.95	\$22.19
90 Gallon	\$20.71	\$0.72	\$21.43	\$3.95	\$25.38



**Republic Services
Commercial Rate Adjustment
Effective July 1, 2019**

Service Category	Current Monthly Rate (2018)	3.5% CPI	Subtotal	Recycle Charge 0.93%	New Rate Eff 7/1/19
1 yard					
1/Week	\$82.66	\$2.89	\$85.55	\$0.80	\$86.35
2/Week	\$125.97	\$4.41	\$130.38	\$1.21	\$131.59
3/Week	\$169.25	\$5.92	\$175.17	\$1.63	\$176.80
4/Week	\$212.49	\$7.44	\$219.93	\$2.05	\$221.97
5/Week	\$255.78	\$8.95	\$264.73	\$2.46	\$267.19
2 yard					
1/Week	\$106.27	\$3.72	\$109.99	\$1.02	\$111.01
2/Week	\$163.24	\$5.71	\$168.95	\$1.57	\$170.52
3/Week	\$224.21	\$7.85	\$232.06	\$2.16	\$234.22
4/Week	\$277.22	\$9.70	\$286.92	\$2.67	\$289.59
5/Week	\$334.20	\$11.70	\$345.90	\$3.22	\$349.11
3 yard					
1/Week	\$134.73	\$4.72	\$139.45	\$1.30	\$140.74
2/Week	\$215.30	\$7.54	\$222.84	\$2.07	\$224.91
3/Week	\$310.60	\$10.87	\$321.47	\$2.99	\$324.46
4/Week	\$423.96	\$14.84	\$438.80	\$4.08	\$442.88
5/Week	\$537.41	\$18.81	\$556.22	\$5.17	\$561.39
4 yard					
1/Week	\$168.16	\$5.89	\$174.05	\$1.62	\$175.66
2/Week	\$277.22	\$9.70	\$286.92	\$2.67	\$289.59
3/Week	\$428.10	\$14.98	\$443.08	\$4.12	\$447.20
4/Week	\$579.05	\$20.27	\$599.32	\$5.57	\$604.89
5/Week	\$727.24	\$25.45	\$752.69	\$7.00	\$759.69
5 yard					
1/Week	\$208.14	\$7.28	\$215.42	\$2.00	\$217.43
2/Week	\$399.89	\$14.00	\$413.89	\$3.85	\$417.74
3/Week	\$591.64	\$20.71	\$612.35	\$5.69	\$618.04
4/Week	\$783.39	\$27.42	\$810.81	\$7.54	\$818.35
5/Week	\$975.17	\$34.13	\$1,009.30	\$9.39	\$1,018.69
6 yard					
1/Week	\$246.79	\$8.64	\$255.43	\$2.38	\$257.80
2/Week	\$481.52	\$16.85	\$498.37	\$4.63	\$503.01
3/Week	\$716.57	\$25.08	\$741.65	\$6.90	\$748.55
4/Week	\$951.56	\$33.30	\$984.86	\$9.16	\$994.02
5/Week	\$1,186.60	\$41.53	\$1,228.13	\$11.42	\$1,239.55
90 Gallon					
1/Week	\$35.21	\$1.23	\$36.44	\$0.34	\$36.78

**CITY MANAGER'S REPORT
JUNE 10, 2019, CITY COUNCIL REGULAR MEETING****ITEM: TRAFFIC CALMING REQUESTS ASSOCIATED WITH
CIP PS 18-02****RECOMMENDATION: Council to Consider Adopting a Resolution for Traffic
Calming Measures on Manthey Road at Sadler Oak
and Cambridge Drive, between Lathrop Road and J
Street, Related to CIP PS 18-02**

SUMMARY:

The City established a Traffic Calming Program that allows residents to submit a request for consideration of traffic calming measures. Traffic calming measures may include but are not limited to stop signs, speed limit signs, striped speed limit pavement "messages", speed humps and traffic circles. Residents in the City of Lathrop have brought two concerns to the City's attention which include the intersection of Manthey Road and Sadler Oak, and Cambridge Drive between Lathrop Road and J Street. Staff has reviewed both requests and concluded that the intersection of Manthey Road and Sadler Oak requires two stop signs and appurtenances (Attachment B). Cambridge Drive requires two speed humps placed at strategic locations (Attachment C).

Staff is asking City Council to consider the installation of two stop signs and appurtenances (signage, striping, flashing beacons, and street light) on Manthey Road at the intersection of Saddler Oak and the installation of two speed humps along Cambridge Drive between Lathrop Road and J Street.

The total estimated cost for the installation of the stop signs and appurtenances is \$17,000 and sufficient funds have been included in the adopted FY 18-19 Budget in CIP PS 18-02 Traffic Calming Measures. Sufficient funds have been included in the adopted FY 18-19 Budget in CIP PS 18-02 Traffic Calming Measures for the installation of speed humps on Cambridge Drive.

BACKGROUND:

City Council adopted a Traffic Calming Program to address local neighborhood traffic concerns. The Traffic Calming Program is intended to mitigate the concerns in a systematic and efficient manner and help prevent unintended consequences, such as redirecting traffic to other areas. The Traffic Calming Program provides a broad range of possible solutions to neighborhood traffic concerns.

Intersection of Manthey Road and Sadler Oak

During the May 13th City Council meeting, a resident requested that City staff evaluate Manthey Road at the intersection of Sadler Oak, see Attachment B for a vicinity map. Staff has evaluated the existing intersection geometrics, traffic volumes collected as part of the City's 2018 Traffic Monitoring Program (TMP), and recent speed survey information.

Staff has also taken into consideration that this intersection is adjacent to a proposed project, Mossdale Landing Apartments, which is anticipated to start construction in the fall of 2019. This project will have a substantial impact on the intersection of Manthey Road and Sadler Oak through the installation of new curb and gutter, revised striping, installation of street lighting, and construction of Golden Valley Parkway from Brookhurst Boulevard to Sadler Oak.

According to the California Manual on Uniform Traffic Control Devices (MUTCD), Section 2B.07 "Multi-Way Stop Application", the decision to install multi-way stop control should be based on the following criteria:

- A. Where traffic signals are justified, the multi-way stop is a temporary measure until the traffic signal is installed.
- B. A crash problem indicated by 5 or more reported crashes in the previous 12-month period that could be corrected by the multi-way stop.
- C1. Vehicular volume entering the intersection from the major street approaches averages at least 300 vehicles per hour for any 8 hours of an average day, and
- C2. The combined vehicle, pedestrian and bicycle volume entering the intersection from the minor street approaches averages at least 200 units per hour for the same 8 hours with average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour, but
- C3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the above values.
- D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values, Criterion C.3 is excluded from this condition.

Other optional criteria that may be considered are as follows:

- A. The need to control left-turn conflicts;
- B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
- C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to reasonably safely negotiate the intersection unless conflicting cross traffic is also required to stop; and

- D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

Although it is most likely that these streets would not meet the traffic criteria listed in MUTCD (A through D), the installation of stop signs and appurtenances on Manthey Road at Sadler Oak could help control left-turn conflicts.

Cambridge Drive between Lathrop Road and J Street

Cambridge Drive is a residential street with a speed limit of 25 miles per hour between Lathrop Road and J Street. In accordance with the Traffic Calming Program, LPS implemented Level 1 traffic calming options from May 7, 2019 to May 13, 2019 including increased police enforcement and the deployment of a radar speed trailer at the intersection of Cambridge Drive and Camish Place.

Level 2 measures include striping narrow lane, optical speed bars, painted chicanes, painted lateral shift, flashing crosswalks and stop signs. Due to the width of the roadway and the need for on-street parking, staff has determined that Level 2 measures are not applicable.

Residents submitted a petition for the installation of speed humps on Cambridge Drive, a Level 3 measure. The petition contained signatures for 75% of the properties that face Cambridge Drive between Lathrop Road and J Street; the Traffic Calming Program requires a minimum of 50%. Therefore, the petition met the minimum requirement for speed hump installation.

On May 24, 2019, letters were sent to the properties that face Cambridge Drive between Lathrop Road and J Street informing them of the possible speed humps installation to be considered at this Council meeting. In addition, staff notified Lathrop Police Services (LPS) and Lathrop Manteca Fire Department (LMFD) of the request to install speed humps and no objections were raised.

REASON FOR RECOMMENDATION:

Staff requests Council's consideration of the request to install stop signs and appurtenances on Manthey Road and Sadler Oak and the installation of speed humps along Cambridge Drive between Lathrop Road and J Street associated with CIP PS 18-02 Traffic Calming Measures.

**CITY MANAGER'S REPORT
JUNE 10, 2019, CITY COUNCIL REGULAR MEETING
TRAFFIC CALMING REQUESTS ASSOCIATED WITH CIP PS 18-02**

FISCAL IMPACT:

The total estimated cost for the installation of the stop signs and appurtenances is \$17,000 and sufficient funds have been included in the adopted FY 18-19 Budget in CIP PS 18-02 Traffic Calming Measures.

Cost Estimate

Description	Quantity	Unit Cost	Extended Cost
Stop sign and post	2	\$500	\$1,000
Stop sign legend	2	\$500	\$1,000
Stop ahead sign and post	2	\$500	\$1,000
Stop ahead legend	2	\$500	\$1,000
Solar powered flashing red beacon	2	\$1,500	\$3,000
Solar powered light fixture	1	\$10,000	\$10,000
		Total	\$17,000

Sufficient funds have been included in the adopted FY 18-19 Budget in CIP PS 18-02 Traffic Calming Measures for the installation of speed humps on Cambridge Drive.

ATTACHMENTS:

- A. Resolution Approving Traffic Calming Measures on Manthey Road at Sadler Oak and Cambridge Drive, between Lathrop Road and J Street, Related to CIP PS 18-02
- B. Vicinity Map – Manthey Road at the Intersection of Sadler Oak
- C. Proposed Speed Humps Installation Locations on Cambridge Drive Map

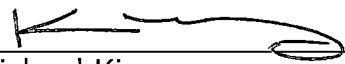
**CITY MANAGER'S REPORT
JUNE 10, 2019, CITY COUNCIL REGULAR MEETING
TRAFFIC CALMING REQUESTS ASSOCIATED WITH CIP PS 18-02**

APPROVALS:



Steven Medina
Assistant Engineer

6/3/19
Date




Michael King
Assistant Director of Public Works

5-31-19
Date



Cari James
Finance & Administrative
Services Director

6/3/19
Date



Salvador Navarrete
City Attorney

6-3-19
Date



Stephen J. Salvatore
City Manager

6.4.19
Date

RESOLUTION NO. 19 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING TRAFFIC CALMING MEASURES ON MANTHEY ROAD AT SADLER OAK AND CAMBRIDGE DRIVE, BETWEEN LATHROP ROAD AND J STREET, RELATED TO CIP PS 18-02

WHEREAS, the City established a Traffic Calming Program that allows residents to submit a request for consideration of traffic calming measures; and

WHEREAS, residents requested staff evaluate the installation of stop signs at the intersection of Manthey Road and Sadler Oak and the installation of speed humps on Cambridge Drive between Lathrop Road and J Street; and

WHEREAS, staff has evaluated the existing intersection geometrics, traffic volumes collected as part of the City's 2018 Traffic Monitoring Program (TMP), and recent speed survey information; and

WHEREAS, this intersection would not meet the traffic criteria guidance (A through D) listed in California Manual on Uniform Traffic Control Devices (MUTCD), "Section 2B.07 Multi-Way Stop Application"; and

WHEREAS, the MUTCD, "Section 2B.07 Multi-Way Stop Application" provides optional criteria to consider that includes the need to control left-turn conflicts; and

WHEREAS, the installation of stop signs on Manthey Road at the intersection of Sadler Oak could help reduce left-turn conflicts; and

WHEREAS, staff has reviewed the request for installation of speed humps on Cambridge Drive between Lathrop Road and J Street and processed it in accordance with the adopted Traffic Calming Program; and

WHEREAS, residents have submitted a petition for the installation of speed humps, a Level 3 measure, and the petition contained 75% of the properties that face Cambridge Drive between Lathrop Road and J Street; and

WHEREAS, prior to the installation of a Level 2 or Level 3 measure, the Traffic Calming Program requires that an item be submitted to City Council for review and approval; and

WHEREAS, staff has coordinated with Lathrop Police Services and the Lathrop Manteca Fire Department and no objections were raised by emergency responders; and

WHEREAS, letters were sent to the residents on Cambridge Drive between Lathrop Road and J Street informing residents of this Council meeting at which the modifications will be considered; and

WHEREAS, staff is recommending that speed humps be installed on Cambridge Drive between Lathrop Road and J Street; and

WHEREAS, the total estimated cost for the installation of the stop signs and appurtenances is \$17,000 and sufficient funds have been included in the adopted FY 18-19 Budget in CIP PS 18-02 Traffic Calming Measures; and

WHEREAS, sufficient funds have been included in the adopted FY 18-19 Budget in CIP PS 18-02 Traffic Calming Measures for the installation of speed humps on Cambridge Drive.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby Approves the Installation of Stop Signs on Manthey Road at Sadler Oak and the Installation of Speed Humps on Cambridge Drive Between Lathrop Road and J Street Associated with CIP PS 18-02 Traffic Calming Measures.

The foregoing resolution was passed and adopted this 10th day of June 2019, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:


ABSENT:

Sonny Dhaliwal, Mayor

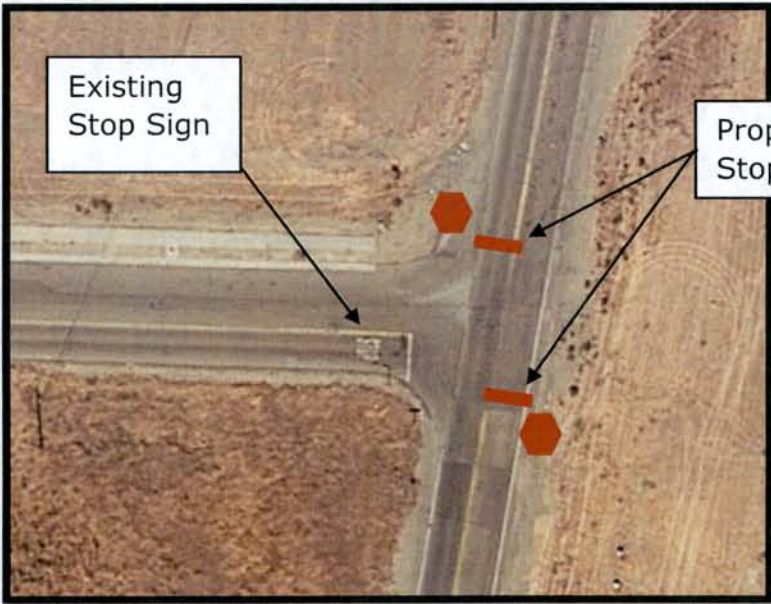
ATTEST:

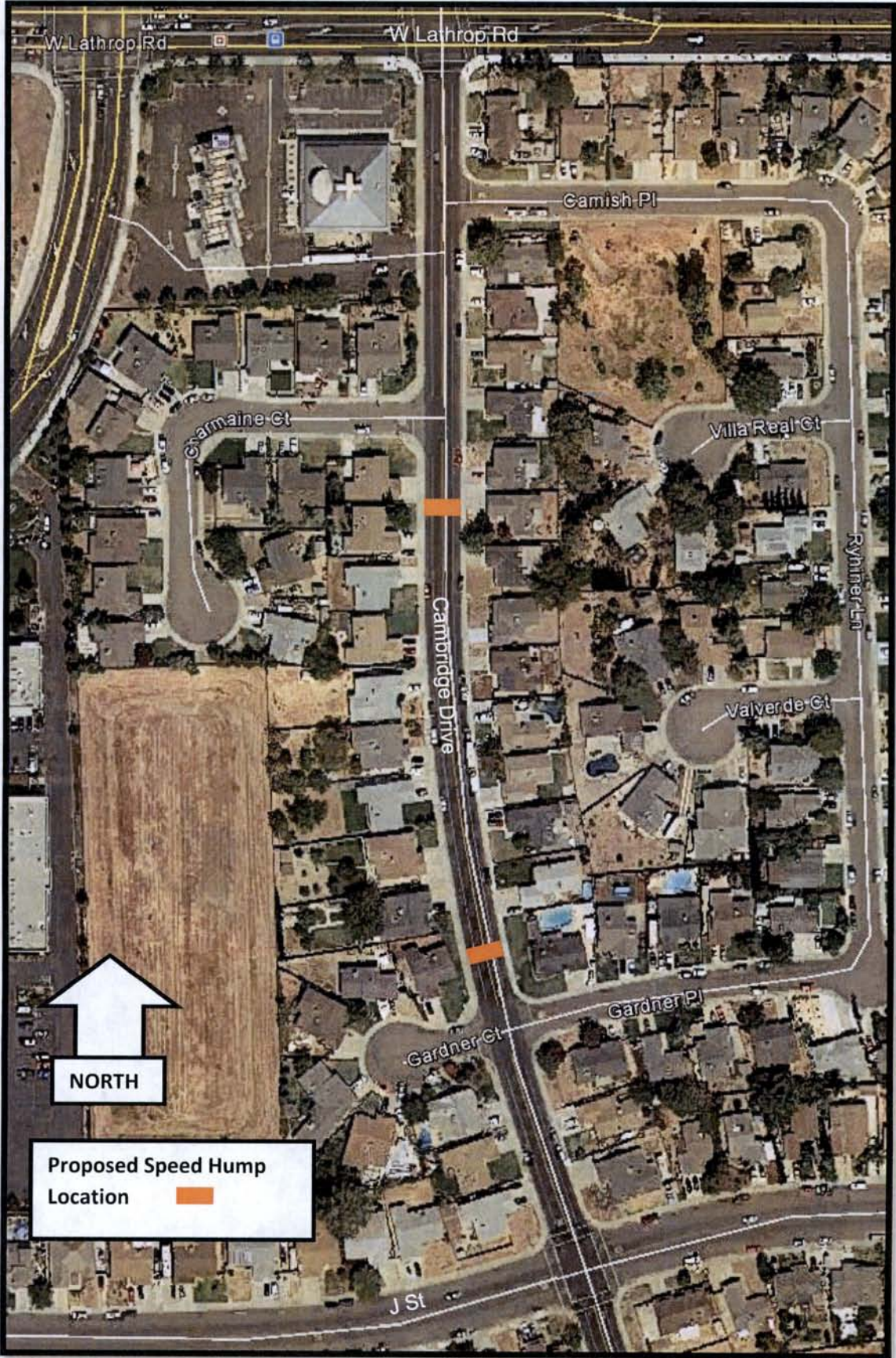
Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney





**CITY MANAGER'S REPORT
JUNE 10, 2019 CITY COUNCIL REGULAR MEETING**

ITEM 6.2

ITEM: MAYOR'S REFERRAL

RECOMMENDATION: Appointment of Two (2) Members to the Planning Commission with Terms Expiring June 30, 2023

PLANNING COMMISSION – LMC CHAPTER 2.12

The commission currently has two (2) available vacancies; five (5) applications were received.

Existing Commissioner(s)	Date of Appointment	Reappointment Date	Term Expiration Date
Ash Ralmilay <i>(completed an unexpired term vacancy)</i>	11/19/18	-	6/30/19
Bennie Gatto	6/20/11	6/15/15	6/30/19

APPLICANTS FOR CONSIDERATION:

1. Bennie Gatto
2. Ash Ralmilay
3. Christopher Mateo
4. Taylor Papallo
5. Jennifer Hopping



COMMISSION/COMMITTEE APPLICATION

Applying for: PLANNING COMMISSION

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission

Senior Advisory Commission: Must be 50 years of age or over and a registered voter to serve on this commission.

Planning and Parks & Recreation Commissions: Must be a Lathrop resident and a registered voter to serve on this commission.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

RECEIVED

MAR 05 2019

Name: BENNIE CATTO CITY CLERK
Address: [REDACTED] City: LATHROP Zip: 95330
Telephone (home) [REDACTED] Telephone (work) [REDACTED]
Telephone (cell) [REDACTED] Telephone (other) [REDACTED]
Email: [REDACTED] Resident of the City of Lathrop: 88 years

Do you have Transportation to attend the Commission meetings and Functions? Yes No

Background Information:

Are you related to a current City Employee? NO

If yes, give name and relationship _____

Employment/Volunteer Information:

RETIRED
Organization _____ Date _____

Location _____ Position(s) _____

Responsibilities/accomplishments: _____

Organization _____ Date _____

Location _____ Position(s) _____

Responsibilities/accomplishments: _____

Community Activities that you have been involved with (feel free to attach additional pages)

CITY COUNCIL, PLANNING COMMISSION
Name of Organization Position/Responsibilities Dates

ART SHOW, SENIOR CENTER BROWN BAG A LOT OF OTHERS
Name of Organization Position/Responsibilities/Accomplishments Dates

Special Awards or Recognitions you have received: CITY COUNCIL,
ART SHOW BROWN BAG PROGRAM AND
A LOT OF OTHERS

Educational Information:


GRANDE SCHOOLS, HIGH SCHOOL U.S. NAVY
Educational Institution Degree/Diploma Field Year

Educational Institution Degree/Diploma Field Year

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

I HAVE BEEN A RESIDENT OF
LATHROP ALL MY LIFE SERVED IN
THE U.S. NAVY IN THE MARINE
WAR. HAVE ALWAYS BEEN INVOLVED
WITH THE CITY. BECAME A COUNCIL
MEMBER WHEN WE INCORPORATED IN 1959
AND HAVE BEEN INVOLVED EVER SINCE

Please sign and date your application and submit to the Office of the City Clerk at the address below.

 3-5-19
Signature Date

Parent/Guardian Signature (Required for Youth Advisory Candidates only)

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



COMMISSION/COMMITTEE APPLICATION

RECEIVED

MAY 06 2019

Applying for: Planning Commission

CITY OF LATHROP
PUBLIC WORKS

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission
Senior Advisory Commission: Must be 50 years of age or over and a registered voter to serve on this commission.
Planning and Parks & Recreation Commissions: Must be a Lathrop resident and a registered voter to serve on this commission.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Name: Ash Ralmilay
Address: [Redacted] City: Lathrop Zip: 95330
Telephone (home) [Redacted] Telephone (work) [Redacted]
Telephone (cell) [Redacted] Telephone (other) [Redacted]
Email: [Redacted] Resident of the City of Lathrop: 12 years

Do you have Transportation to attend the Commission meetings and Functions? Yes No

Background Information:

Are you related to a current City Employee? No
If yes, give name and relationship

Employment/Volunteer Information:

HomeSmart PV and Associates 2017 - Present
Organization Date
301 Banner Ct, Ste 3, Modesto, CA 95361 Realtor
Location Position(s)

Responsibilities/accomplishments: Guide and assist sellers and buyers in selling/purchasing property for the right price under the best terms. Intermediate negotiation processes, consult clients on market conditions.

Allison James Estates & Homes 2015 - 2017
Organization Date
210 S Sierra Ave Ste 6, Oakdale, CA 95361 Realtor
Location Position(s)

Responsibilities/accomplishments: Guide and assist sellers and buyers in selling/purchasing property for the right price under the best terms. Intermediate negotiation processes, consult clients on market conditions.

Community Activities that you have been involved with (feel free to attach additional pages)

Planning Commission-City of Lathrop	Commissioner	2018 - Present
<i>Name of Organization</i>	<i>Position/Responsibilities</i>	<i>Dates</i>
Parks & Recreation-City of Lathrop	Commissioner/Chair	2010-2013, 2014-2016
<i>Name of Organization</i>	<i>Position/Responsibilities/Accomplishments</i>	<i>Dates</i>

Special Awards or Recognitions you have received: Masters Club Achiever in 2015, 2016 and 2018 at Central Valley Association of Realtors.

Educational Information:


Punjab University	Bachelor of Science	Engineering	1984
<i>Educational Institution</i>	<i>Degree/Diploma</i>	<i>Field</i>	<i>Year</i>
<i>Educational Institution</i>	<i>Degree/Diploma</i>	<i>Field</i>	<i>Year</i>

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

I would very much like to continue to be involved in community services in Lathrop as a volunteer.

My previous experiences with the City of Lathrop will help me to better serve the community and the Planning Commission. I have 8+ year of experience in the real estate and 20+ years of experience in the semi-conductor industry/contract manufacturing, focused on engineering, management, and consistent success in achieving revenue, cost, productivity, and goals. I would like to see the City of Lathrop thrive and contribute to its growth, and like Lathrop to continue to improve for the betterment of the citizens.

Please sign and date your application and submit to the Office of the City Clerk at the address below..

Signature  Date 05/06/19

Parent/Guardian Signature (Required for Youth Advisory Candidates only)

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

Continue...Community Activities (additional page)

Renaming Committee	Member/Rename – East Lathrop Community Complex	2012 - 2103
<i>Name of Organization</i>	<i>Position/Responsibilities/Accomplishments</i>	<i>Dates</i>
Lathrop Run Committee	Member/Plan and execute Lathrop Run 2K, 5K or 10K	2012 - 2103
<i>Name of Organization</i>	<i>Position/Responsibilities/Accomplishments</i>	<i>Dates</i>
Lions Clubs International	Member/Help and support local community	2011 - Present
<i>Name of Organization</i>	<i>Position/Responsibilities/Accomplishments</i>	<i>Dates</i>



COMMISSION/COMMITTEE APPLICATION

RECEIVED

Applying for: Commissioner, Planning Commission

JAN 02 2010

Special Requirements:

CITY CLERK

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission

Senior Advisory Commission: Must be 50 years of age or over and a registered voter to serve on this commission.

Planning and Parks & Recreation Commissions: Must be a Lathrop resident and a registered voter to serve on this commission.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Name: Christopher Mateo

Address: [redacted] City: Lathrop Zip: 95330

Telephone (home) [redacted] Telephone (work)

Telephone (cell) [redacted] Telephone (other)

Email: [redacted] Resident of the City of Lathrop: 10 years

Do you have Transportation to attend the Commission meetings and Functions? Yes [x] No []

Background Information:

Are you related to a current City Employee? No

If yes, give name and relationship

Employment/Volunteer Information:

City Council, City of Lathrop 2008-2012

Organization Date

City of Lathrop Councilmember/Vice Mayor

Location Position(s)

Responsibilities/accomplishments:

San Joaquin Council of Governments 2010-2012

Organization Date

San Joaquin County Board of Director/Vice Chairman

Location Position(s)

Responsibilities/accomplishments:



COMMISSION/COMMITTEE APPLICATION

RECEIVED

Applying for: Planning Commission

MAY 31 2019

Special Requirements:

CITY CLERK

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission

Senior Advisory Commission: Must be 50 years of age or over and a registered voter to serve on this commission.

Planning and Parks & Recreation Commissions: Must be a Lathrop resident and a registered voter to serve on this commission.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Name: Taylor Papallo

Address: [redacted] City: Lathrop Zip: 95330

Telephone (home) [redacted] Telephone (work) [redacted]

Telephone (cell) [redacted] Telephone (other) [redacted]

Email: [redacted] Resident of the City of Lathrop: 1 years

Do you have Transportation to attend the Commission meetings and Functions? Yes No

Background Information:

Are you related to a current City Employee? no

If yes, give name and relationship n/a

Employment/Volunteer Information:

Spark Admissions 05/15 - Present
Organization Date

telecommute (company based in Massachusetts) Senior Admissions Consultant
Location Position(s)

Responsibilities/accomplishments: guide clients through admissions process; research admissions data; locate intern/volunteer opportunities; manage social media; recruit/train new hires

Freelance Editor/Translator 08/12 - Present
Organization Date

Lathrop, CA Editor/Translator
Location Position(s)

Responsibilities/accomplishments: translate (primarily academic) documents from English to Italian or vice versa; review and edit documents

Community Activities that you have been involved with (feel free to attach additional pages)

Latitude Neighborhood Watch Street Captain 10/18-Present
Name of Organization Position/Responsibilities Dates

Latitude Base Team Team Member 07/18-05/19
Name of Organization Position/Responsibilities/Accomplishments Dates

Special Awards or Recognitions you have received: U.S. Presidential Scholar (2005);
Boston University Trustee Scholar (2005-2009)

Educational Information:

Yale University Ph.D. Italian 2015
Educational Institution Degree/Diploma Field Year

Boston University B.A. Italian Studies & English 2009
Educational Institution Degree/Diploma Field Year

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

I am eager to play a role in Lathrop's continued growth and prosperity. I believe my strong research, organizational, and communication skills, honed both in the course of my doctoral degree and in my current position as a consultant, make me an amply qualified candidate for a role that involves examining facts and guidelines, making thoughtful planning determinations, and sharing those views with the City Council. More importantly, I've made friends in Lathrop. I hope to raise children here, and I truly consider it home; as such, you can trust that I will enthusiastically help this city reach its truest potential. Thank you for your consideration.

Please sign and date your application and submit to the Office of the City Clerk at the address below..

Taylor Papallo
Signature

05/30/19
Date

Parent/Guardian Signature (Required for Youth Advisory Candidates only)

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



COMMISSION/COMMITTEE APPLICATION

Applying for: Planning Commission

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission
Senior Advisory Commission: Must be 50 years of age or over and a registered voter to serve on this commission
Planning and Parks & Recreation Commissions: Must be a Lathrop resident and a registered voter to serve on this commission.

RECEIVED

MAY 31 2019

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION.

CITY CLERK

Name: Jennifer Hopping

Address: [redacted] City: Lathrop Zip: 95330

Telephone (home) [redacted] Telephone (work) [redacted]

Telephone (cell) [redacted] Telephone (other) _____

Email: [redacted] Resident of the City of Lathrop: 5 years

Do you have Transportation to attend the Commission meetings and Functions? Yes No

Background Information:

Are you related to a current City Employee? NO

If yes, give name and relationship _____

Employment/Volunteer Information:

Tradeline (space strategies Conference) Oct. 15-16, 2018
Organization Date

Scottsdale, Arizona Main stage speaker
Location Position(s)

Responsibilities/accomplishments: Spoke to 250 professionals on "Leveraging existing data sources for space action plans" Facility.

Lawrence Livermore National Lab April 2016-present
Organization Date
Livermore, CA Strategic site planner & Move management system manager
Location Position(s)

Responsibilities/accomplishments: Prepares, reviews and recommends Strategic campus planning initiatives to senior management for decision making. Established an Institutional Process for space optimization and employee moves. Allowing for real time office utilization data and detailed strategic planning that aligns with the city master plan and assists in decision making.

Community Activities that you have been involved with (feel free to attach additional pages)

Lathrop Jr. Spartans SnackBar + homecoming August 2018 - November 2018
Name of Organization Position/Responsibilities Dates

Beautification Committee
City of Livermore CHAIR 2011-2014 (moved to Lathrop)

Name of Organization Position/Responsibilities/Accomplishments Dates
park, roadside, median and entrance way beautification. Established annual park review, street tree, ancestral tree & public area landscaping standards

Special Awards or Recognitions you have received:
LNL Directorate Award for "space + site planning group's Exceptional Customer Service Beyond Normal Expectation"
April 2019

Educational Information:

CSU East Bay Masters Public Admin 2013
Educational Institution Degree/Diploma Field Year

Cal Poly, Pomona B.S. Urban + Regional planning 2010
Educational Institution Degree/Diploma Field Year

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing you application.)

I would love the opportunity to serve my community that my family loves so much. My education and experience are a part of what makes me a good candidate for this position. My love for urban + regional planning and ideal to be part of Lathrop as it continues to develop, all while maintaining its sense of community also contribute to why I should be considered for this position.

Please sign and date you application and submit to the Office of the City Clerk at the address below..

J. Hopping Date 5/31/19
Signature Date

Parent/Guardian Signature (Required for Youth Advisory Candidates only)

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

**CITY MANAGER'S REPORT
JUNE 10, 2019 CITY COUNCIL REGULAR MEETING****ITEM: MAYOR'S REFERRAL****RECOMMENDATION: Appointment of Two (2) Members to the Parks and Recreation Commission with Terms Expiring June 30, 2022****PARKS AND RECREATION COMMISSION – LMC CHAPTER 2.16**

The commission currently has two (2) available vacancies; four (4) applications were received.

Existing Commissioner(s)	Date of Appointment	Reappointment Date	Term Expiration Date
Ajit Singh Sandhu	7/18/16	n/a	6/30/19
Unscheduled Vacancy <i>(Former Commissioner Deborah Bigham Sala; resigned 3/31/19)</i>	7/18/16	n/a	6/30/19

APPLICANTS FOR CONSIDERATION:

1. Ajit Singh Sandhu
2. Jennifer Hopping
3. Taylor Papallo
4. Jimmy Zien



COMMISSION/COMMITTEE APPLICATION

Applying for: PARKS AND RECREATION COMMISSION

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission

Senior Advisory Commission: Must be 50 years of age or over and a registered voter to serve on this commission

Planning and Parks & Recreation Commissions: Must be a Lathrop resident and a registered voter to serve on this commission

RECEIVED

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION: **MAR 18 2019**

CITY CLERK

Name: AJIT SINGH SANDHU

Address: [REDACTED] City: LATHROP zip: 95330

Telephone (home) [REDACTED] Telephone (work) _____

Telephone (cell) [REDACTED] Telephone (other) _____

Email: [REDACTED] Resident of the City of Lathrop: 10 years

Do you have Transportation to attend the Commission meetings and Functions? Yes No

Background Information:

Are you related to a current City Employee? NA

If yes, give name and relationship _____

Employment/Volunteer Information:

<u>PRIMERICA FINACIAL SERVICES</u>	<u>SINCE 2004</u>
<small>Organization</small>	<small>Date</small>
<u>7407 GREENLEAF CT. MODESTO, CA 95356</u>	<u>DIVISION LEADER</u>
<small>Location</small>	<small>Position(s)</small>

Responsibilities/accomplishments: AN INDEPENDENT REPRESENTATIVE OF PRIMERICA FINACIAL SERVICES INSURENCE MARKETING

<u>INC.</u>	<u>SINCE 2004</u>
<small>Organization</small>	<small>Date</small>
<u>EXECUTIVE OFFICE, DULUTH, GEORGIA</u>	<u>DIVISION LEADER</u>
<small>Location</small>	<small>Position(s)</small>

Responsibilities/accomplishments: _____

Community Activities that you have been involved with (feel free to attach additional pages)

- ① Sikh Temple Fairfield SECRETARY 2008 — 2007
Name of Organization Position/Responsibilities Dates
- ② Memorial/Veteran's Day Committee member Since 2015
Name of Organization Position/Responsibilities Dates
- ③ Parks & Recreation Commission (Commissioner) 2016
Name of Organization Position/Responsibilities/ Accomplishments Dates
- ④ SPORTS CLUB SALADO CA 2017
Name of Organization Position/Responsibilities/ Accomplishments Dates
- ⑤ member of Lion Club of Lathrop 2017
Name of Organization Position/Responsibilities/ Accomplishments Dates

Special Awards or Recognitions you have received: Life time achievement award for promotion & development of water sport (kayaking & canoeing) Two time appreciation certificate got by the city council of LATHROP.

Educational Information: INDIA - PUNJAB BA, Degree specialization with Public Administration & Community Development & Extension. 1971
Educational Institution Degree/Diploma Field Year

INDIA - PUNJAB Diploma Field Hockey 1972
Educational Institution Degree/Diploma Field Year

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing you application.)

I have been imparting training to the civilian people in the field of Civil Defence, Fire Fighting & Different Sports & Cultural Activity. I have also been taking part to arranging Blood and Food Drive, Fund Raising & Other Community Services.

Please sign and date you application and submit to the Office of the City Clerk at the address below.

Arundhan 03-18-2019
Signature Date

Parent/Guardian Signature (Required for Youth Advisory Candidates only)

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



COMMISSION/COMMITTEE APPLICATION

Applying for: Parks + Recreation Commission

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission
Senior Advisory Commission: Must be 50 years of age or over and a registered voter to serve on this commission.
Planning and Parks & Recreation Commissions: Must be a Lathrop resident and a registered voter to serve on this commission.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION.

RECEIVED

MAR 26 2019

Name: Jennifer Hopping

Address: [redacted] City: Lathrop

CITY CLERK

Zip: 95330

Telephone (home) Telephone (work)

Telephone (cell) [redacted] Telephone (other)

Email: [redacted] Resident of the City of Lathrop: 5 years

Do you have Transportation to attend the Commission meetings and Functions? Yes [x] No []

Background Information:

Are you related to a current City Employee? no

If yes, give name and relationship

Employment/Volunteer Information:

Table with 2 columns: Organization, Date, Location, Position(s). Row 1: Lawrence Livermore National Lab, April 2016-present, Livermore, CA, Strategic Site Planner.

Responsibilities/accomplishments: review plans for proposed projects to make sure they meet defined site standards; develop site standards and policies for betterment of the institution.

Table with 2 columns: Organization, Date, Location, Position(s). Row 1: City of Livermore Beautification Committee Chair, 2011-2014, Livermore, CA, Chair.

Responsibilities/accomplishments: Park, roadside, median island and entrance-way beautification. Street tree, ancestral tree and public area landscaping standards. Arbor day celebration. Established annual park review.

Community Activities that you have been involved with (feel free to attach additional pages)

Junior Spartans Football	Volunteer- snack shack/homecoming	August-Nov. 2018
<i>Name of Organization</i>	<i>Position/Responsibilities</i>	<i>Dates</i>

<i>Name of Organization</i>	<i>Position/Responsibilities/Accomplishments</i>	<i>Dates</i>
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Special Awards or Recognitions you have received: _____

Educational Information:

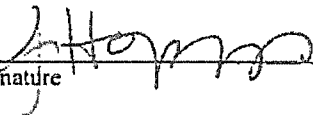
CSU East Bay	MPA	Public Admin.	2013
<i>Educational Institution</i>	<i>Degree/Diploma</i>	<i>Field</i>	<i>Year</i>

Cal Poly Pomona	BS- URP	Urban&Regional Planning	2010
<i>Educational Institution</i>	<i>Degree/Diploma</i>	<i>Field</i>	<i>Year</i>

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

My experience with the City of Livermore's beautification committee instilled in me a great appreciation for city parks. My entire family enjoys the Lathrop parks and I want to pay it forward. I feel that my experience with the city of Livermore paired with my education makes me a great candidate for this committee.

Please sign and date your application and submit to the Office of the City Clerk at the address below.

Signature 

Date 3/21/19

Parent/Guardian Signature (Required for Youth Advisory Candidates only)

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



COMMISSION/COMMITTEE APPLICATION

RECEIVED

Applying for: Parks and Recreation Commission

MAR 28 2019

Special Requirements:

CITY CLERK

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission

Senior Advisory Commission: Must be 50 years of age or over and a registered voter to serve on this commission.

Planning and Parks & Recreation Commissions: Must be a Lathrop resident and a registered voter to serve on this commission.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Name: Taylor Papallo

Address: [redacted] City: Lathrop Zip: 95330

Telephone (home) [redacted] Telephone (work) [redacted]

Telephone (cell) [redacted] Telephone (other) [redacted]

Email: [redacted] Resident of the City of Lathrop: 1 years

Do you have Transportation to attend the Commission meetings and Functions? Yes [x] No []

Background Information:

Are you related to a current City Employee? no

If yes, give name and relationship n/a

Employment/Volunteer Information:

Spark Admissions 05/15-Present
Organization telecommute (company based in Massachusetts) Date Senior Admissions Consultant
Location Position(s)

Responsibilities/accomplishments: guide clients through college admissions process; research admissions data; locate internship/volunteering opportunities; manage social media, company newsletter; recruit and train new hires

Freelance Editor/Translator 08/12-Present
Organization Lathrop, CA Date Editor/Translator
Location Position(s)

Responsibilities/accomplishments: translate documents (primarily academic) from Italian to English or vice versa; review and edit documents

Community Activities that you have been involved with (feel free to attach additional pages)

Latitude Neighborhood Watch	Street Captain	10/18-Present
<i>Name of Organization</i>	<i>Position/Responsibilities</i>	<i>Dates</i>
Latitude Bocce Team	Team Member	07/18-Present
<i>Name of Organization</i>	<i>Position/Responsibilities/Accomplishments</i>	<i>Dates</i>

Special Awards or Recognitions you have received: U.S. Presidential Scholar (2009); Boston University Trustee Scholar (2005-2009)

Educational Information:

Yale University	Ph.D.	Italian	2015
<i>Educational Institution</i>	<i>Degree/Diploma</i>	<i>Field</i>	<i>Year</i>
Boston University	B.A.	Italian Studies & English	2009
<i>Educational Institution</i>	<i>Degree/Diploma</i>	<i>Field</i>	<i>Year</i>

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

I may be relatively new to Lathrop, but I am already actively engaged in the community and eager to play whatever role I can in the city's continued growth and prosperity. I believe my strong organizational and communications skills, honed both in the course of my doctoral degree and in my current position as an admissions consultant, as well as prior experience with event planning (I coordinated multiple conferences and graduate student seminars at Yale) and with managing a Children's Theatre service program at Boston University, make me an amply qualified candidate for the city's Parks and Recreation Commission. Furthermore, I have made friends in Lathrop, I hope to raise children here, and I truly consider it my home; you can trust that I will participate enthusiastically in helping this city thrive. Thank you.

Please sign and date your application and submit to the Office of the City Clerk at the address below..

Taylor Papallo
Signature

03/28/19
Date

Parent/Guardian Signature (Required for Youth Advisory Candidates only)

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



COMMISSION/COMMITTEE APPLICATION

Applying for: Parks + Recreation Commission

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission

Senior Advisory Commission: Must be 50 years of age or over and a registered voter to serve on this commission.

Planning and Parks & Recreation Commissions: Must be a Lathrop resident and a registered voter to serve on this commission.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

RECEIVED

MAY 30 2019

Name: Jimmy Zien

CITY CLERK

Address: [Redacted] City: Lathrop Zip: 95330

Telephone (home) [Redacted] Telephone (work) [Redacted]

Telephone (cell) [Redacted] Telephone (other) [Redacted]

Email: [Redacted] Resident of the City of Lathrop: 1 years

Do you have Transportation to attend the Commission meetings and Functions? Yes No

Background Information:

Are you related to a current City Employee? No

If yes, give name and relationship —

Employment/Volunteer Information:

the Home Church 1984-2018
Organization Date

Campbell, CA Associate Pastor
Location Position(s)

Responsibilities/accomplishments: Coordinated volunteers for community events (Easter, Halloween, Christmas, etc.)
Serve as Campbell Police Chaplain (1993-present); Board member Campbell Police Foundation

Thrive Church 2018-present
Organization Date

Lathrop, CA volunteer
Location Position(s)

Responsibilities/accomplishments: Participated in and helped plan 2018 Backpack
giveaway, Family Fall Festival, and Christmas Wishes

Community Activities that you have been involved with (feel free to attach additional pages)

Campbell Rotary	member	~ 2011-2018
Name of Organization	Position/Responsibilities	Dates

Lathrop Rotary	member	2018 - present
Name of Organization	Position/Responsibilities/Accomplishments	Dates

Special Awards or Recognitions you have received: 2010 Campbell Citizen of the Year

Educational Information:

Fremont High School, Oakland, CA	diploma	—	1968
Educational Institution	Degree/Diploma	Field	Year

Educational Institution	Degree/Diploma	Field	Year

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

- Worked with Campbell Public Works on park cleanup and tree planting days
- Lathrop Citizens Police Academy 2018
- Board member, Campbell Parks & Rec. Foundation

Please sign and date your application and submit to the Office of the City Clerk at the address below..


Signature

5/29/2019
Date

Parent/Guardian Signature (Required for Youth Advisory Candidates only)

**City Clerk
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330**

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**CITY MANAGER'S REPORT
JUNE 10, 2019 CITY COUNCIL REGULAR MEETING**

ITEM: MAYOR'S REFERRAL

RECOMMENDATION: Appointment of One (1) Member to the Senior Advisory Commission with Term Expiring June 30, 2022

SENIOR ADVISORY COMMISSION – LMC CHAPTER 2.24

The commission currently has one (1) available vacancies; one (1) applications was received.

Existing Commissioner(s)	Date of Appointment	Reappointment Date	Term Expiration Date
Robert Long <i>(completed an unexpired term vacancy)</i>	11/19/18	N/A	6/30/19

APPLICANTS FOR CONSIDERATION:

1. Robert Long



COMMISSION/COMMITTEE APPLICATION

Applying for: SENIOR ADVISORY COMMISSION

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission
Senior Advisory Commission: Must be 50 years of age or over and a registered voter to serve on this commission.
Planning and Parks & Recreation Commissions: Must be a Lathrop resident and a registered voter to serve on this commission.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION: RECEIVED

APR 17 2019

Name: ROBERT LONG

CITY CLERK

Address: [redacted] City: LATHROP Zip: 95330

Telephone (home) [redacted] Telephone (work) [redacted]

Telephone (cell) [redacted] Telephone (other) [redacted]

Email: [redacted] Resident of the City of Lathrop: 7 years

Do you have Transportation to attend the Commission meetings and Functions? Yes [X] No []

Background Information:

Are you related to a current City Employee? NO

If yes, give name and relationship

Employment/Volunteer Information:

BROWN BAG/COMMODITIES Organization Date 2ND+4TH TUES. + 3RD THURS

LATHROP SENIOR CENTER Location UNLOAD TRUCK/SETUP FILL BAGS Position(s)

Responsibilities/accomplishments: UNLOAD TRUCK - SEPARATE FOOD AND SET UP TABLE FOR FILL IN BAGS FOR DISTRIBUTION

Organization Date

Location Position(s)

Responsibilities/accomplishments:

Community Activities that you have been involved with (feel free to attach additional pages)

SENIOR ADVISORY COMMISSION FEB 2019 TO PRESENT
Name of Organization Position/Responsibilities Dates

Name of Organization Position/Responsibilities/Accomplishments Dates

Special Awards or Recognitions you have received:

Educational Information:

HIGH SCHOOL DIPLOMA 1966
Educational Institution Degree/Diploma Field Year

Educational Institution Degree/Diploma Field Year

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

CURRENT SENIOR ADVISORY COMMISSION LOOKING TO CONTINUE MY SERVICE WHICH IS SET TO EXPIRE JUNE 30, 2019

Please sign and date your application and submit to the Office of the City Clerk at the address below..

Robert A. Long April 11, 2019
Signature Date

Parent/Guardian Signature (Required for Youth Advisory Candidates only)

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

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**CITY MANAGER'S REPORT
JUNE 10, 2019 CITY COUNCIL REGULAR MEETING**

ITEM 6.5

ITEM: MAYOR'S REFERRAL

RECOMMENDATION: APPOINTMENT OF NINE (9) YOUTH ADVISORY COMMISSION MEMBERS WITH TERMS EXPIRING MAY 31, 2020

YOUTH ADVISORY COMMISSION – LMC CHAPTER 2.20

The commission currently has thirteen (13) available vacancies; nine (9) applications were received. Staff will continue to recruit until all vacancies are filled.

Former Commissioner(s);	Date of Appointment	Reappointment Date	Term Expiration Date
John Wall Jr.	6/11/18	n/a	5/31/19
Juan Manuel Serrano	6/11/18	n/a	5/31/19
Andrea Solis	6/11/18	n/a	5/31/19
Mushda Nawabi	8/21/17	6/11/18	5/31/19
Junior Dhaliwal	6/11/18	n/a	5/31/19
Harman Garcha	8/21/17	6/11/18	5/31/19
Mandeep Garcha	8/21/17	6/11/18	5/31/19
Micaela Estavillo	8/21/17	6/11/18	5/31/19
Angelica Gomez	8/13/18	n/a	5/31/19
Funmilola Olamijulo	6/11/18	n/a	5/31/19
Zaiba Fazli	8/15/16	8/21/17, 8/13/18	5/31/19
Lizette Contreras	8/15/16	8/21/17, 6/11/18	5/31/19
Taminya Nawabi	9/19/16	8/21/17, 6/11/18	5/31/19

APPLICANTS FOR CONSIDERATION:

1. Justice Castaneda
2. Juan Manuel Serrano II
3. Sebastian Manrique
4. Simarleen Riyat
5. Harman Garcha
6. Safah Nassimi
7. Sanah Nassimi
8. Mushda Nawabi
9. John Wall Jr.



COMMISSION/COMMITTEE APPLICATION

Applying for: Youth Advisory

RECEIVED
Commission
MAR 11 2019

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission.
Senior Advisory Commission: Must be 50 years of age or over and a registered voter to serve on this commission.
Planning and Parks & Recreation Commissions: Must be a Lathrop resident and a registered voter to serve on this commission.

PARKS AND RECREATION

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Name: Justice Castaneda
Address: [Redacted] City: Lathrop Zip: 95330
Telephone (home) [Redacted] Telephone (work) [Redacted]
Telephone (cell) [Redacted] Telephone (other) [Redacted]
Email: [Redacted] Resident of the City of Lathrop: 3 years

Do you have Transportation to attend the Commission meetings and Functions? Yes No

Background Information:

Are you related to a current City Employee? NO
If yes, give name and relationship N/A

Employment/Volunteer Information:

Anthony Traina Band Department October 18, 2018
Organization Date
Anthony Traina Elementary School Volunteer Teacher assistant
Location Position(s)

Responsibilities/accomplishments: Organize sheet music & various paperwork
Responsible for designing concert program flyers General cleaning

Anthony Traina Band Department September 20, 2017
Organization Date
Anthony Traina Elementary Volunteer Flute Tutor
Location Position(s)

Responsibilities/accomplishments: Ensure students learn the fundamentals of flute
Teach basic songs Enforce proper concert etiquette

Community Activities that you have been involved with (feel free to attach additional pages)

Anthony Traina Student body officer 8/10/16 - 12/16/16
Name of Organization Position/Responsibilities Dates

Astoria Senior High Volunteer Caregiver 9/10/16
Name of Organization Position/Responsibilities/Accomplishments Dates

Special Awards or Recognitions you have received: Lathrop High School
Spartan of the month for January 2019

Educational Information:

Lathrop High School WIP 2022
Educational Institution Degree/Diploma Field Year

Anthony Traina Elementary 2018
Educational Institution Degree/Diploma Field Year

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

Always at the Lathrop Generations Center during weekdays

Please sign and date your application and submit to the Office of the City Clerk at the address below.

JC
Signature

March 9, 2019
Date

Shani Castaneda
Parent/Guardian Signature (Required for Youth Advisory Candidates only)

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



COMMISSION/COMMITTEE APPLICATION

RECEIVED

Applying for: Lathrop Youth Advisory Commission

MAY 02 2019

Special Requirements:

CITY CLERK

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission

Senior Advisory Commission: Must be 50 years of age or over and a registered voter to serve on this commission.

Planning and Parks & Recreation Commissions: Must be a Lathrop resident and a registered voter to serve on this commission.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Name: Juan Manuel Serrano II

Address: [redacted] City: Lathrop Zip: 95330

Telephone (home) [redacted] Telephone (work)

Telephone (cell) [redacted] Telephone (other)

Email: Resident of the City of Lathrop: 14 plus years

Do you have Transportation to attend the Commission meetings and Functions? Yes [X] No []

Background Information:

Are you related to a current City Employee? Yes

If yes, give name and relationship Teresa Vargas, mother

Employment/Volunteer Information:

Current Freshman at LHS; will be Sophomore for School Year 2019-20

Organization Date

Location Position(s)

Responsibilities/accomplishments:

Organization Date

Location Position(s)

Responsibilities/accomplishments:

Community Activities that you have been involved with (feel free to attach additional pages)

Lathrop YAC	Current Commissioner	May 2018 to May 30, 2019
<i>Name of Organization</i>	<i>Position/Responsibilities</i>	<i>Dates</i>
Lathrop High School Sports	Freshman Football & JV Baseball	May 2018 to May 30, 2019
<i>Name of Organization</i>	<i>Position/Responsibilities/Accomplishments</i>	<i>Dates</i>

Special Awards or Recognitions you have received: Honor Roll student during Freshman yr. with 3.5-3.7 GPA; received LHS recognition as "SPARTAN OF THE MONTH" for displaying trait of engagement in September 2018.

Educational Information:

Lathrop High School - current Freshman			2018-2019
<i>Educational Institution</i>	<i>Degree/Diploma</i>	<i>Field</i>	<i>Year</i>
<i>Educational Institution</i>	<i>Degree/Diploma</i>	<i>Field</i>	<i>Year</i>

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

For the past year, I have enjoyed being part of the Lathrop YAC, though I have learned to balance my school sports activities, I have dedicated as much as my free time to attend and volunteer the LGC snack bar responsibilities, events such as: Christmas Parade, breakfast with Santa, Senior Advisory Commission Valentine's Day dance, breakfast with the Easter Bunny, and Earth Day. I have also participated in other community events organized by LHS coaches, such as the backpack drive and other special events sponsored by the Thrive Church. I enjoy community engagement and helping others in my community. These opportunities have also allowed me to meet many great new friends that share the same core values. If honored to serve a 2nd term, I will continue to serve our Lathrop community proudly.

Please sign and date your application and submit to the Office of the City Clerk at the address below.

JUAN SERENO
Signature

4/30/19
Date

[Handwritten Signature]

Parent/Guardian Signature (Required for Youth Advisory Candidates only)

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

YAC



COMMISSION/COMMITTEE APPLICATION

RECEIVED
MAY 10 2015
PARKS AND RECREATION

Applying for: ~~XXXXXXXXXX~~

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission
Senior Advisory Commission: Must be 50 years of age or over and a registered voter to serve on this commission.
Planning and Parks & Recreation Commissions: Must be a Lathrop resident and a registered voter to serve on this commission.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Name: Sebastian Manrique
Address: [Redacted] City: Lathrop Zip: 95330
Telephone (home) [Redacted] Telephone (work) [Redacted]
Telephone (cell) [Redacted] Telephone (other) [Redacted]
Email: [Redacted] Resident of the City of Lathrop: 3 years

Do you have Transportation to attend the Commission meetings and Functions? Yes No

Background Information:

Are you related to a current City Employee? NO
If yes, give name and relationship _____

Employment/Volunteer Information:

Give Every Child A Chance Tutoring
Organization Date
Mossdale elementary School Tutor
Location Position(s)

Responsibilities/accomplishments: Recieved two Golden Shield awards for achieving a 4.0 or higher

Organization Date
Location Position(s)

Responsibilities/accomplishments: Link Crew Leadership Class president 2019 - 2020

Community Activities that you have been involved with (feel free to attach additional pages)

City of Lathrop Earth Day (Helped out to re-paint a wall @ Mossdale Park

Name of Organization Position/Responsibilities Accomplishments Dates

Special Awards or Recognitions you have received: Student of the Month (Engagement) Two Golden SHELD Awards for achieving higher a 4.0 GPA or higher

Educational Information:

Currently a sophomore attending Lathrop High School

Educational Institution Degree/Diploma Field Year

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

I am a well organized person. I try to make sure everyone is on task and doing what needs to be done, but also at the same time building those better relationships with my peers. Also I have participated in one year in Link Crew Leadership program and will be the upcoming Link Crew Class President. So I believe I am well fit for the position I am applying for.

Please sign and date your application and submit to the Office of the City Clerk at the address below.

Signature Date 05/07/19

Parent/Guardian Signature (Required for Youth Advisory Candidates only)

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



COMMISSION/COMMITTEE APPLICATION

RECEIVED

Applying for: YAC

MAY 13 2019

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission
Senior Advisory Commission: Must be 50 years of age or over and a registered voter to serve on this commission.
Planning and Parks & Recreation Commissions: Must be a Lathrop resident and a registered voter to serve on this commission.

CITY CLERK

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Name: Smarieen Riyat

Address: [redacted] City: Lathrop Zip: 95330

Telephone (home) [redacted] Telephone (work) [redacted]

Telephone (cell) [redacted] Telephone (other) [redacted]

Email: [redacted] Resident of the City of Lathrop: 1 years

Do you have Transportation to attend the Commission meetings and Functions? Yes [checked] No []

Background Information:

Are you related to a current City Employee? No

If yes, give name and relationship X

Employment/Volunteer Information:

Give Every Child A chance January - Present
Organization Date

Mossdale Elementary Volunteer
Location Position(s)

Responsibilities/accomplishments: Help children with low test scores with school work assistance

City of Lathrop
Organization Date

Lathrop Volunteer
Location Position(s)

Responsibilities/accomplishments: Help at some events, including Earth Day

Community Activities that you have been involved with (feel free to attach additional pages)

Earth Day volunteer 4/27/19
Name of Organization Position/Responsibilities Dates

Name of Organization Position/Responsibilities/Accomplishments Dates

Special Awards or Recognitions you have received: I have received awards on my GPA (4.0) and have accomplished this for 2 years in High School. I've received medals and certificates for this.

Educational Information:

Lathrop High School Student 2017-2021
Educational Institution Degree/Diploma Field Year

Mossdale Elementary Graduate Student 2016/2017
Educational Institution Degree/Diploma Field Year

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

I am a very dedicated and hard working person. I work well with others and am excited to help and associate myself with others. When I put my mind to something about positive change and new ideas, I try to spread my ideas with others. I don't mind working with any age group as I just want to help my community and have more volunteer hours.

Please sign and date your application and submit to the Office of the City Clerk at the address below.

[Signature] 5/7/19
Signature Date

[Signature]
Parent/Guardian Signature (Required for Youth Advisory Candidates only)

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



COMMISSION/COMMITTEE APPLICATION

Applying for: Youth Advisory Commission

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MAY 18 2019
PARKS AND RECREATION

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission
Senior Advisory Commission: Must be 50 years of age or over and a registered voter to serve on this commission.
Planning and Parks & Recreation Commissions: Must be a Lathrop resident and a registered voter to serve on this commission.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Name: Harman Garcha

Address: [Redacted] City: Lathrop, CA Zip: 95330

Telephone (home) [Redacted] Telephone (work) _____

Telephone (cell) [Redacted] Telephone (other) _____

Email: [Redacted] Resident of the City of Lathrop: 4 years

Do you have Transportation to attend the Commission meetings and Functions? Yes No

Background Information:

Are you related to a current City Employee? No

If yes, give name and relationship _____

Employment/Volunteer Information:

<u>Doctor's Hospital of Manteca</u>	<u>Sophomore Year to Present</u>
<small>Organization</small>	<small>Date</small>
<u>Manteca, CA</u>	<u>Desk, Floor, Patient Registration</u>
<small>Location</small>	<small>Position(s)</small>

Responsibilities/accomplishments: direct visitors to patient rooms, provide patients with warm blankets, water, etc., provide visitor badges, etc.

<u>Give Every Child A Chance</u>	<u>Sophomore Year</u>
<small>Organization</small>	<small>Date</small>
<u>Mossdale Elementary</u>	<u>Tutor</u>
<small>Location</small>	<small>Position(s)</small>

Responsibilities/accomplishments: help tutor children struggling in specific topics, helped my kid pass his reading test, work with other individuals and my advisor.

Community Activities that you have been involved with (feel free to attach additional pages)

Youth Advisory Commission Commissioner Sophomore to Present
Name of Organization Position/Responsibilities Dates
↳ Santa Breakfast, End of school (Junior) year event, etc.

Give Every Child A chance Summer Intern Summer 2018
Name of Organization Position/Responsibilities/Accomplishments Dates
↳ file papers, mail information to families, office work

Special Awards or Recognitions you have received: Spartan Gold (4.0 or above),
Student of the Month, Scholar Award For Varsity Tennis, 3rd
Place in Rotary Speech Competition, Most organized (Academic occupation)

Educational Information:

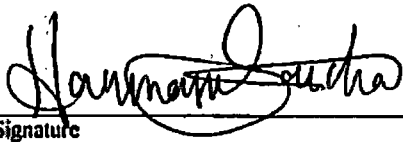
Lathrop High School Grad Year: 2020
Educational Institution Degree/Diploma Field Year

Educational Institution Degree/Diploma Field Year

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

By being in YAC for two years, I understand what it takes to be a part of
a commission. Inspiring youth to help others is the most significant
step to making lasting change. The council provides students like
myself to not only change the lives of local teens, but the future of our
community as well. At my temple on Sundays, I am able to help
educate younger kids and teens understand our culture and language.
The diversity of YAC is one thing I love because we all come from
different backgrounds and ages.

Please sign and date your application and submit to the Office of the City Clerk at the address below..


Signature

5/12/19
Date


Parent/Guardian Signature (Required for Youth Advisory Candidates only)

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



COMMISSION/COMMITTEE APPLICATION

Applying for: Youth Advisory Commission

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission
Senior Advisory Commission: Must be 50 years of age or over and a registered voter to serve on this commission.
Planning and Parks & Recreation Commissions: Must be a Lathrop resident and a registered voter to serve on this commission.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION RECEIVED

MAY 13 2019

Name: Safah Nassimi
Address: [Redacted] City: Lathrop Zip: 95330
Telephone (home) [Redacted] Telephone (work) [Redacted]
Telephone (cell) [Redacted] Telephone (other) [Redacted]
Email: [Redacted] Resident of the City of Lathrop: 10 years

Do you have Transportation to attend the Commission meetings and Functions? Yes [X] No []

Background Information:

Are you related to a current City Employee? No

If yes, give name and relationship

Employment/Volunteer Information:

VITAS (Hospice) 12 / 19 / 2018 (+)
Organization Date
Lathrop / Mantech Volunteer
Location Position(s)

Responsibilities/accomplishments: Work alongside hospice team which consists of a doctor nurse aide, chaplain and social worker to spend time with patients that live 6 or less months to live.

Women's Empowerment Club 8 / 7 / 2018 (+)
Organization Date
Lathrop High School Vice - president
Location Position(s)

Responsibilities/accomplishments: Coordinate events / trips to educate high school students regarding the empowerment of women.

Community Activities that you have been involved with (feel free to attach additional pages)

Math Club Co-Treasurer 2018 / 2019
Name of Organization Position/Responsibilities Dates

Chemistry Club Co-Secretary 2018 / 2019
Name of Organization Position/Responsibilities/Accomplishment Dates

Special Awards or Recognitions you have received: Student of the Month
(3 times), Spartan's Gold (6 times)

Educational Information:

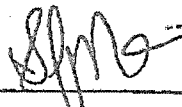
Lathrop High School 2016 - 2020
Educational Institution Degree/Diploma Field Year


Educational Institution Degree/Diploma Field Year

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

During the 2018 - 2019 school year, I was part of the Youth Advisory Commission however I was a member at large. Due to this fact I believe I have useful insight that I can provide, since I am familiar with the process and requirements.

Please sign and date your application and submit to the Office of the City Clerk at the address below.

 05 / 13 / 2019
Signature Date


Parent/Guardian Signature (Required for Youth Advisory Candidates only)

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



COMMISSION/COMMITTEE APPLICATION

Applying for: Youth Advisory Commission

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission
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Planning and Parks & Recreation Commissions: Must be a Lathrop resident and a registered voter to serve on this commission.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

RECEIVED

MAY 13 2019

Name: Sanah Nassimi

Address: [Redacted] City: Lathrop Zip: 95330

Telephone (home) [Redacted] Telephone (work) [Redacted]

Telephone (cell) [Redacted] Telephone (other) [Redacted]

Email: [Redacted] Resident of the City of Lathrop: 10 years

Do you have Transportation to attend the Commission meetings and Functions? Yes [X] No []

Background Information:

Are you related to a current City Employee? No

If yes, give name and relationship _____

Employment/Volunteer Information:

Organization: Women's Empowerment Club Date: 12/19/2018 (+)

Location: Lathrop High School Position(s): President

Responsibilities/accomplishments: provide a structured, supportive environment to ignite the empowerment of women

Organization: Vitas (Hospice) Date: 8/7/2018 (+)

Location: Manteca / Lathrop Position(s): Volunteer

Responsibilities/accomplishments: Provide friendly visits to those who have 6 months or less to live.

Community Activities that you have been involved with (feel free to attach additional pages)

Chemistry Club Co-secretary 2018/2019
Name of Organization Position/Responsibilities Dates

Math Club Co-Treasurer 2018/2019
Name of Organization Position/Responsibilities/Accomplishments Dates

Special Awards or Recognitions you have received: Spartan's Gold (6
times), student of the month (2 times),
positive character awards (Trustworthy)

Educational Information:

Lathrop High School 2016/2020
Educational Institution Degree/Diploma Field Year

Educational Institution Degree/Diploma Field Year

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

Although I was not officially part of the commission
during the 2018-2019 year, I was a member
at large. I volunteered for Breakfast with
Santa, Christmas Parade, Breakfast with the
bunny etc. I attended all of the monthly meetings
and am part of the committee for the end of
the year party as well

Please sign and date your application and submit to the Office of the City Clerk at the address below.


Signature

05-13-2019
Date


Parent/Guardian Signature (Required for Youth Advisory Candidates only)

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



COMMISSION/COMMITTEE APPLICATION

Applying for: Youth Advisory Commission

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission
Senior Advisory Commission: Must be 50 years of age or over and a registered voter to serve on this commission.
Planning and Parks & Recreation Commissions: Must be a Lathrop resident and a registered voter to serve on this commission.

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MAY 13 2019

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Name: Mushda Nawabi CITY CLERK

Address: [redacted] City: Lathrop Zip: 99330

Telephone (home) [redacted] Telephone (work) _____

Telephone (cell) [redacted] Telephone (other) _____

Email: [redacted] Resident of the City of Lathrop: 9 years

Do you have Transportation to attend the Commission meetings and Functions? Yes [checked] No []

Background Information:

Are you related to a current City Employee? yes

If yes, give name and relationship Taminya Nawabi; Sister

Employment/Volunteer Information:

Give every child a chance 201~~7~~⁵ - 2019
Organization Date

Joseph Widmer Elementary Volunteer
Location Position(s)

Responsibilities/accomplishments: I tutor kids and have helped them alot (5 graduated out of the program)

N/A
Organization Date

Location Position(s)

Responsibilities/accomplishments: _____

Community Activities that you have been involved with (feel free to attach additional pages)

Fourth of July (YAC) ^{Commissioner} ~~Whatman~~ 2017-2019
 Name of Organization Position/Responsibilities Dates

N/A
 Name of Organization Position/Responsibilities/Accomplishments Dates

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Special Awards or Recognitions you have received: Honor roll (15) respect the shield gold, respect the shield silver, 5 reading gold medals, 1 silver medal, and respect/citizenship award.

Educational Information:

N/A
 Educational Institution Degree/Diploma Field Year

N/A
 Educational Institution Degree/Diploma Field Year

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

I have been a commissioner since freshman year of high school. I hope to bring more change for my last year as a commissioner. I am a committed member and have a very free schedule.

Please sign and date your application and submit to the Office of the City Clerk at the address below.

 05/10/19
 Signature Date


 Parent/Guardian Signature (Required for Youth Advisory Candidates only)

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



COMMISSION/COMMITTEE APPLICATION

Applying for: Youth Advisory Commission

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission
Senior Advisory Commission: Must be 50 years of age or over and a registered voter to serve on this commission.
Planning and Parks & Recreation Commissions: Must be a Lathrop resident and a registered voter to serve on this commission.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION: RECEIVED

MAY 24 2019

Name: John Wall Jr CITY CLERK

Address: [redacted] city: Lathrop Zip: 95330

Telephone (home) [redacted] Telephone (work)

Telephone (cell) [redacted] Telephone (other)

Email: [redacted] Resident of the City of Lathrop: 11 years

Do you have Transportation to attend the Commission meetings and Functions? Yes [checked] No []

Background Information:

Are you related to a current City Employee? No

If yes, give name and relationship

Employment/Volunteer Information:

Second Harvest Food Bank

Organization Date

Various Volunteer

Location Position(s)

Responsibilities/accomplishments: Hand out food to the community

LHS Interact

Organization Date

Various Volunteer

Location Position(s)

Responsibilities/accomplishments: Prepare and give out food to the homeless around the San Joaquin County

Community Activities that you have been involved with (feel free to attach additional pages)

Christmas Parade Float
Name of Organization Position/Responsibilities Dates

Valentine's Dance Server
Name of Organization Position/Responsibilities/Accomplishments Dates

Special Awards or Recognitions you have received: Perfect attendance all year in middle school, 4.0 GPA all year in 8th grade, Coach's award for LHS Golf

Educational Information:

River Islands 8th grade 2018
Educational Institution Degree/Diploma Field Year

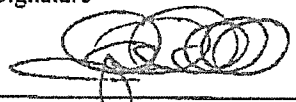
LHS High School Diploma Continuing
Educational Institution Degree/Diploma Field Year

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

I was apart of YAC for one year and I really enjoyed being apart of these amazing events.

Please sign and date your application and submit to the Office of the City Clerk at the address below..

John Wall Jr. 5/23/19
Signature Date


Parent/Guardian Signature (Required for Youth Advisory Candidates only)

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

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