

**AMENDMENT TO PROFESSIONAL
SERVICES MASTER CONTRACT
WITH MARK THOMAS & COMPANY, INC.**

This Amendment to Professional Services Master Contract for preparation of plans and specifications, and providing survey services is made and entered into on _____, by and between the City of Stockton, a municipal corporation, hereinafter referred to as "CITY," and MARK THOMAS & COMPANY, INC., hereinafter referred to as "FIRM," to provide CITY with the preparation of plans and specifications, and provide survey services for the HAMMER LANE WIDENING PHASE 3B (PW1427), hereinafter referred to as "PROJECT."

WITNESSETH:

WHEREAS, CITY and FIRM entered into a Professional Services Master Contract for Design, Geotechnical, Testing, Plan Review, and Survey Services; Construction Management and Inspection Services; Roofing, Electrical, and Mechanical Design Services; and Preparation of Generalized and Specialized CEQA and NEPA Studies on July 13, 2010, pursuant to Resolution No. 10-0242, as part of a vendor pool and desire to amend said Contract by specifying FIRM to provide preparation of plans and specifications, and provide survey services for PROJECT.

NOW, THEREFORE, in consideration of these premises and the following terms and conditions, the parties hereto agree as follows:

1. Section 1—SCOPE OF SERVICES. The Scope of Services is hereby amended to include preparation of plans and specifications, and provide survey services for PROJECT as per Exhibit "A," attached hereto and by reference made a part hereof.

2. Section 2—COMPENSATION. Compensation is hereby amended (\$285,051.00) to include Exhibit "B," attached hereto and by reference made a part hereof. Compensation shall be paid no more frequently than once per month on a time and materials basis for work completed.

3. Section 3—SCHEDULE FOR COMPLETION. Services under this amendment will be performed during the period of July 1, 2015, through August 1, 2016, unless otherwise approved in writing. Further, the expiration date of July 13, 2015, specified under Section 5, "TERM", of the Professional Services Master Contract is hereby amended to coincide with the above stated period for which services are to be provided with this Amendment.

4. Section 13—INSURANCE. Insurance requirements under this Amendment shall comply with the current insurance requirements set forth in Exhibit "C," which is attached to this contract and incorporated by this reference. FIRM shall provide thirty (30) days written notice to CITY prior to canceling or changing the terms of such coverage.

5. All other terms and conditions of said original Professional Services Master Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to Professional Master Contract to be executed on the date and year first written above.

ATTEST:

CITY

BONNIE PAIGE
City Clerk of the City of Stockton

By: _____
KURT O. WILSON
CITY MANAGER

APPROVED AS TO FORM & CONTENT:
JOHN M. LUEBBERKE
OFFICE OF THE CITY ATTORNEY

By: _____
Deputy City Attorney

By:  _____
FIRM

Title: PRESIDENT

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Hammer Lane Phase IIIB Widening Project City of Stockton, California

Prepared for:

City of Stockton
Public Works Department
22 E. Weber Avenue
Stockton, CA 95202



Prepared by:

Mark Thomas & Company, Inc.
7300 Folsom Boulevard, Suite 203
Sacramento, CA 95826
(916) 381-9100

March 12, 2015

Scope of Work

Proposed Scope of Work

Description of Project and Work

Phase IIIB extends from Alexandria Place to Thornton Road, widening Hammer Lane from 4 to 6 lanes for a distance of approximately 3,500 feet. The proposed improvements include new median islands; new curb, gutter and sidewalks; drainage modifications; and signal modifications. The conforms and transitions will need to be coordinated with respect to the County's plans for Pershing Avenue and the Hammer Lane intersection.

For the purpose of this proposal, it is assumed that Mark Thomas & Company would be responsible for the following items:

- Prepare an addendum to the CEQA Initial Study/Mitigated Negative Declaration. This will be based off the previously completed environmental document.
- Prepare the applications for the necessary permits.
- Update the design of Phase IIIB widening, landscaping improvements, signal modifications at Pershing Avenue Thornton Road intersections of Hammer Lane, and storm drain modifications of the main trunk line down Pershing Avenue to 5 Mile Slough to current standards, regulations and conforms.
- Public outreach during the Environmental and Construction of Hammer Lane Phase IIIB.
- Construction Support for the design.

Proposed Work Plan

1. Project Management & Coordination

As Prime Consultant, MTCO will be responsible for managing and coordinating project activities, including applicable meetings. Following are various tasks relating to overall project management and coordination tasks:

1.1 Project Development Team (PDT) Meetings

The City and MTCO will continue to hold Project Development Team (PDT) meetings for the Hammer Lane Phase IIIB project. The purpose of the PDT meetings is to provide a forum to share project information, identify critical issues, make decisions, assign project tasks, review the project schedule, estimates and budget, establish design criteria, or any other items critical to project delivery. PDT participants shall include members of the design team, City, County, SJCOG, and other individuals critical to the project delivery. PDT participants may change through project design and development as necessary. MTCO can expect to hold one PDT meeting per month throughout project design and development. Three meetings are assumed for budgeting purposes and meeting minutes will be provided for those meetings.

Scope of Work

1.2 Public Outreach Program

An organized, inclusive public involvement program has been developed and will be implemented by Judith Buethe Communications (JBC). The public involvement program will include the following activities:

- First, the **stakeholders database** of nearby businesses; property owners; residents; school districts; community and environmental groups; government staffs; safety personnel; elected officials; and other stakeholders will be compiled and updated frequently throughout the design. Deliverable: Ongoing updated stakeholder database.
- JBC will make all arrangements for **two public meetings** (one during design and one pre-construction meeting) that will be held in a nearby facility, to provide opportunities for public input. JBC will schedule the meetings; make facility arrangements; issue the meeting notices; and prepare the agenda, sign-in sheets, comment cards, and signs; as well as facilitate the meetings, prepare a report of meeting arrangements and public comments, and engage in appropriate follow-up.
- JBC will produce and mail first-class letters of invitation to the stakeholder database and send attractively designed jumbo postcard invitations to a mailing universe of area residents and businesses. Deliverables: Two public meetings, meeting notices, refreshments, agendas, sign-in sheets, comment sheets, signs, record of meeting arrangements and public comments, mailers and postcards.
- Through personal contacts and news releases to local media, **publicity and advertising** will be generated for the public meetings. In addition, we estimate up to six news releases will be produced during construction to inform the motoring public of activities that may affect traffic. Besides the broadcast media, we will also inform The Record, Lodi News-Sentinel, and alternative news media, such as Vida en el Valle and other weekly/monthly publications. A “nearby fax/email” list of businesses, Holy Cross United Methodist Church, the school districts, and other entities affected by traffic patterns will be established. They will be faxed or emailed the news releases. Paid advertising will be placed in The Record. Deliverables: Up to eight news releases and faxes/emails to “nearby fax” list.
- Two bi-monthly **newsletters** are proposed that will be written, designed, produced, and mailed to inform stakeholders/key contacts and all interested parties of the project’s progress. Deliverables: Two newsletters with photos.
- Phone and e-mail **Hotlines** for information and comments will be staffed by JBC, and a **call/comment sheet log** maintained and disseminated to the project team members. Deliverable: Contact log for Hotlines.
- The **website** will be updated and linked to the City’s website. Deliverable: Regularly updated website, including frequent, up-to-date construction photos and progress reports.

Scope of Work

- Plans for a completion/ribbon-cutting ceremony will be developed and implemented. A ground breaking ceremony is optional. Deliverable: One Completion/ribbon-cutting ceremony.
- JBC will prepare a public outreach plan with anticipated timelines. Deliverable: Public outreach plan and report of public outreach activities, upon completion.
- Other: JBC will prepare construction cards for construction workers to provide to persons who may ask questions about the progress of construction.

1.3 Project Management

MTCO shall provide management of subconsultants in the performance of their work. Management activities shall also include development and maintenance of a CPM design schedule, which shall be submitted at each PDT meeting. The schedule shall be submitted in the form and in sufficient detail to track the project status.

2. Data Acquisition and Base Mapping

2.1 Utility Verification

MTCO will send out utility mapping request letters to the utility companies known to be in the area to verify that the utility base mapping previously compiled is still valid. If there are changes to the base mapping, MTCO will update the mapping and verify if the utility is in conflict with the proposed improvements. It is not anticipated that any new conflicts will arise so no additional coordination beyond this effort or utility meetings are included in this scope of work.

2.2 Update Project Planimetrics

It is proposed to use an updated version of the project planimetric file to represent the current existing conditions. No new aerial topographic mapping is proposed. A field walk was conducted as part of this proposal to identify the changes to the street improvements over the last few years. These changes include:

- An RTD bus stop and shelter was added near the Urgent Care facility just east of Alexandria Place. This was part of an RTD project that added bus stops all along Hammer Lane. They changed the curb ramp, storm drain and curb alignment.
- The Valero gas station is now a Shell gas station and they moved the pump island away from Hammer Lane to the Brentwood Drive side of the station. They also added a drive through car wash. Paving was done and a planter area was installed.
- San Joaquin County overlaid the Pershing Avenue intersection within their limits.
- The sound wall backing up to Hammer Lane at the Caran Court cul-de-sac was finished.
- A couple of other minor items.

Scope of Work

3. Environmental Documentation

LSA Associates (LSA) has reviewed the previously prepared IS/MND and determined that due to minor changes planned for the project and new CEQA regulations that an Addendum to the IS/MND should be prepared.

Due to the minor nature of the changes to the project, LSA proposes to prepare an Addendum to the 2006 IS/MND utilizing what information is still applicable and including analysis to comply with current regulations as needed.

3.1 Project Initiation/Description

Project initiation will include a start-up meeting and site visit, compiling and distributing relevant documents, data gathering, and contacting responsible agencies. The project description for the environmental document will be prepared as part of project initiation.

Project Start-up

LSA will meet with the design team to discuss the environmental review strategy, timeline, and research tasks. We will collect any additional plans and background reports/policy documents that the Engineer and the City have available for the project for distribution to our technical staff. The LSA key team members will visit the project site to document existing conditions and site features.

Project Description

LSA will review the existing project description and make any revisions necessary to reflect changes to the project. The project description and base map will be provided to the Engineer and the City and the applicant team for their review to ensure LSA has captured and accurately described all project elements prior to project analysis.

3.2 Environmental Impact Analysis

LSA will complete the Environmental Checklist Form contained in Appendix G of the CEQA Guidelines per the City's guidelines; written responses to the questions for each environmental topic in the checklist will be prepared. LSA will review the impact analysis for each environmental topic to determine if there are any changes from the previous IS/MND. The responses to checklist questions will explain whether or not the proposed project could have a significant effect on the environment. The environmental analysis in the IS will be used to support an Addendum.

LSA will address the individual topic areas identified in the Environmental Checklist Form as described in the following paragraphs; key issues and assumptions are identified.

Aesthetics

Revisions to the Aesthetics Section of the IS/MND are not anticipated.

Agricultural and Forest Resources

From our preliminary evaluation, it is likely that agricultural and forest resources would not be impacted with implementation of the proposed Project. Further modeling or preparation of technical studies/memos regarding agricultural and forestland resources would not be required.

Scope of Work

Air Quality

An Air Quality Report was prepared in 2006 for the proposed Project. Traffic and air quality conditions have not worsened since the report was finalized and therefore an updated Air Quality Report would not need to be prepared. Revisions to the existing setting and impact analysis in the IS/MND under the Air Quality section are not anticipated to be needed.

Biological Resources

A Biotic Assessment Report (BAR) was prepared for the project by H. T. Harvey and Associates, dated June 7, 2006 that evaluated the entire project alignment. However, the current project is just the most easterly portion (final phase) of the larger project alignment evaluated in the BAR. Consequently, impacts from this phase will likely be less than what is described in the BAR. Based on a cursory review of the BAR, it appears the project site does not support habitat for special status plants, but the project could result in impacts to special status wildlife including Swainson's hawk (*Buteo swainsoni*), white-tailed kite (*Elanus leucurus*), and other nesting migratory birds. The BAR also notes that the project proposes to enlarge an existing outfall structure at Five Mile Slough south of the road widening alignment to accommodate increased storm water runoff generated by the proposed project.

LSA will review in detail the previously prepared IS/MND and BAR, as well any changes in the physical and regulatory setting related to biological resources that may have occurred since 2006. Review will be limited to aerial photography, the environmental documents above, database search updates, and online information available. LSA will address the Initial Study checklist questions for biological resources, describe the potential impacts that could result from implementation of the proposed project, reiterate any mitigation measures identified in the 2006 IS/MND, and include any City Standard Conditions of Approval as necessary.

Cultural Resources

A Historical Resources Evaluation Report was prepared for the Hammer Lane Phase III Widening between Kelley Drive and Thornton Road and Pershing Avenue between Hammer Lane and Meadow Avenue, Stockton, San Joaquin County, California (Marvin and Brejla 2006) for the proposed Project. This architectural study resulted in the identification of late 1940s and early 1950s historical architectural resources, within three subdivisions. One evaluation was completed for groups of buildings in each subdivision that pre-dated 50 years of age, with representative samples of two to four different models. Buildings that post-dated 50 years of age or had been extensively remodeled were not recorded or photographed.

Cultural resources conditions have not changed since the report was finalized and therefore an updated Cultural Resources Report would not need to be prepared. Revisions to the existing setting and impact analysis in the IS/MND under the Cultural Resources section are not anticipated to be needed.

Geology and Soils

A Geologic Investigation Report was prepared in 2006 for the proposed Project. Geologic and soils conditions have not changed since the report was finalized and therefore an updated Geologic Investigation Report would not need to be prepared. Revisions to the existing setting and impact analysis in the IS/MND under the Geology and Soils section are not anticipated to be needed.

Greenhouse Gas Emissions

Scope of Work

LSA will evaluate the project's impacts on global climate change and greenhouse gas emissions in accordance with the CEQA Guidelines Amendments that became effective on March 18, 2010. The guidelines state that a lead agency should make a good-faith effort, based on available information, to describe, calculate or estimate the amount of greenhouse gas emissions resulting from a project and determine if the project is consistent with greenhouse gas reduction plans. LSA will provide a quantitative assessment of greenhouse gas emissions associated with all relevant sources related to the project for which project data are available, including construction activities, vehicle emissions, energy consumption, and water usage. LSA will also provide a qualitative assessment of the project's consistency with relevant plans and regulations.

Hazards and Hazardous Materials

Revisions to the Hazards and Hazardous Materials Section of the IS/MND are not anticipated.

Hydrology and Water Quality

Revisions to the Hydrology and Water Quality Section of the IS/MND are not anticipated.

Land Use and Planning

Revisions to the Land Use and Planning Section of the IS/MND are not anticipated.

Mineral Resources

Revisions to the Mineral Resources Section of the IS/MND are not anticipated.

Noise

A Noise Study Report was prepared in 2006 for the proposed Project. Traffic and noise conditions have not increased since the report was finalized and therefore an updated Noise Report would not need to be prepared. Revisions to the existing setting and impact analysis in the IS/MND under the Noise section are not anticipated to be needed.

Paleontology

The previous IS/MND for the project did not include an assessment of the potential project impacts to paleontological resources, which is required under CEQA. A preliminary review of geologic maps indicates that the project area is located within deposits of the Modesto Formation, which has the potential to produce scientifically important paleontological resources. As such, the potential for the project to impact paleontological resources needs to be addressed. In order to address these potential impacts, LSA will conduct a fossil locality search through the online fossil collection database at the University of California Museum of Paleontology at the University of California, Berkeley; review relevant geological and paleontological literature, including geologic maps of the project area and the Geologic Investigation Report prepared for the project in 2006; and prepare a paleontological resources technical memorandum to summarize the results of the fossil locality search and literature review.

The fossil locality search will establish the status and extent of previously recorded paleontological resources within the project area, as well as within the same or similar deposits as those found in the project area. This locality search will help determine the types of paleontological resources that may be encountered during project development. The literature review will determine which geologic units are present within the project area and provide additional information regarding the types of paleontological resources that may occur in those units. The paleontological resources technical memorandum will document the results of the fossil locality search and literature review,

Scope of Work

discuss the potential for the project to adversely affect paleontological resources, and, if needed, make recommendations to mitigate those impacts.

Population and Housing

Revisions to the Population and Housing Section of the IS/MND are not anticipated.

Public Services and Recreation

Revisions to the Public Services and Recreation Section of the IS/MND are not anticipated.

Transportation, Circulation and Parking

Revisions to the Transportation, Circulation and Parking Section of the IS/MND are not anticipated.

Utilities

Revisions to the Utilities Section of the IS/MND are not anticipated.

Mandatory Findings of Significance

The Initial Study's environmental checklist will conclude by responding to this series of questions as set forth in Appendix G.

3.3 Preparation of Environmental Document

Administrative Draft IS/Addendum

Based on the environmental analysis described above, LSA will prepare an Administrative Draft IS/Addendum for review by City staff. Five (5) bound paper copies, one (1) PDF, and one (1) Microsoft Word version of the Administrative Draft IS/Addendum will be submitted to the City for review and comment. At the end of the review period, LSA will be available to discuss comments on the Administrative Draft via conference call.

Screencheck Draft IS Addendum

LSA will amend the Administrative Draft IS/Addendum based on a single set of consolidated non-contradictory comments. One (1) bound paper copy and one (1) PDF of the Screencheck Draft IS/Addendum will be provided to City staff to verify that all requested changes have been made and all appendix materials, references, and final graphics are acceptable.

Final Addendum

LSA will amend the Screencheck Draft IS/Addendum based on a single set of consolidated non-contradictory comments. Twenty (20) bound paper copies and one (1) PDF of the Final Addendum will be provided to City staff for their final approval.

Scope of Work

3.4 Permitting

LSA Associates, Inc. (LSA) will provide ecological consulting services to the City of Stockton to provide a wetland delineation and prepare and process regulatory permits for a proposed storm water outfall along Five Mile Slough under North Pershing Avenue.

Specific tasks included within this scope of work are as follows:

3.4.1. WETLAND DELINEATION

A wetland delineation will be prepared for those areas that could potentially be impacted by the construction of the outfall into Five Mile Slough. For purposes of this proposal, it is assumed that these will include the areas under the Pershing Avenue Bridge and areas immediately adjacent to the bridge where construction access may be required. It should be noted that if no wetland vegetation is present during the time of the survey, preparation of jurisdictional waters report (Task 3.4.1.c) would not be required.

3.4.1a. Review of Background Information

Available information on biotic resources that occur near the study area will be reviewed in order to help focus field surveys on the determination of jurisdictional waters on site. This information includes U.S. Geological Survey Maps, the San Joaquin County Soil Conservation Survey, and miscellaneous information available through the U.S. Fish and Wildlife Service (USFWS) and California Department of Fish and Wildlife (CDFW).

This task will also include acquisition, review and preparation of detailed site maps from others for surveys. This information will subsequently be entered into a graphics quantification system to produce accurate size estimates of wetlands. The final product for the report will include copies of the digitized printouts from the graphics.

3.4.1b. Identification of Waters of the United States--Field Surveys

An assessment of areas that meet the regulatory definition of Waters of the United States (jurisdictional waters) within the project boundaries will be prepared. Such areas generally include wetlands, tributary waters, and seasonal ponds.

The project area will be surveyed for wetlands that occur within the project boundaries. This effort will require the collection of data in the field relative to vegetation, soils and hydrology in order to document site conditions. All work will be completed according to methodologies outlined in the USACE Wetland Delineation Manual (Environmental Laboratory 1987). The delineation will be limited to within specified project boundaries.

Scope of Work

3.4.1c. Preparation of Jurisdictional Waters Report

LSA will prepare a report summarizing the methods and results of the field survey of jurisdictional waters. This report will be prepared to report specifications developed by the USACE and thus will be of sufficient detail for agency review and a jurisdictional determination. It will include a brief description of existing conditions, description of field techniques employed in the delineation, wetland data sheets (if applicable) and copies of the base map that shows the extent of jurisdictional waters on the project site.

During preparation of the report, information obtained during our field survey relative to plants, hydrology and soils, and evidence gathered regarding past and current land management practices, will be compared to recent regulations/policies/agency guidance (e.g. SWAANC)/exemptions (i.e. farming and ranching activities) to arrive at an accurate and fair mapping of the extent and distribution of Waters of the U.S.

3.4.1d. Site Visit with USACE Representatives for Verification

LSA will meet with staff of the Sacramento District of the Corps on the project site to verify the delineation of jurisdictional waters.

3.4.1e. Revisions to Jurisdictional Waters Report

Revisions will be made to the technical report and accompanying maps, if necessary, after the site visit with Corps representatives.

3.4.2. Permitting

This scope involves the preparation of resource agency (USACE, Regional Water Quality Control Board [RWQCB] and California Department of Fish and Wildlife [CDFW]) permit applications and corresponding with agency staff during the processing of these applications. Given the limited size and degree of impact of this project, this scope assumes that meetings with city staff and/or resource agency staff will not be necessary or minimal and that the project will qualify for a Nationwide Permit. If meetings are required, then additional budget will be necessary to include this extra task. The tasks associated with this scope of service are provided below:

3.4.2a. USACE Permit Application Package

LSA will assemble a permit application package that includes a project description, summary of previous environmental studies, an assessment of impacts and discussion of suitable mitigation measures, if applicable. The extent of USACE jurisdiction (other waters) will be shown on permit figures and described in the application. It is

Scope of Work

assumed that impacts associated with the project will either require no habitat mitigation or the small amount of mitigation required can be purchased at a mitigation bank by others.

LSA will submit a first-review administrative draft USACE permit application package for review and comment. After incorporation of any changes, the package will be submitted to the USACE. We will maintain regular contact with the USACE to monitor processing of the permit application.

3.4.2b. RWQCB Permit Application Package

LSA will prepare a water quality certification permit application to submit to the RWQCB. The complete permit package is essentially the same information that is to be submitted to the USACE as described above. This includes all copies of the CEQA documents, all correspondence with USACE, RWQCB and CDFW staff, impact assessment, and project drawings. In addition, the RWQCB requires a processing fee for handling the application, which we assume will be provided by others

LSA will submit a first-review administrative draft RWQCB permit package for review and comment. After incorporation of any changes, the package will be submitted to the RWQCB. We will maintain regular contact with the RWQCB to monitor processing of the permit application.

3.4.2c. CDFW Permit Application Package

LSA will prepare permit materials in support of a 1602 Streambed Alteration Agreement for submittal to the CDFW. This includes completion of Form FG2023, Lake and Streambed Alteration Program Project Questionnaire, all copies of environmental documentation, all correspondence with USACE, RWQCB and CDFW staff, impact assessment, and project drawings. In addition, the CDFW requires a processing fee for handling the application, which we assume will be provided by others.

LSA will submit a first-review administrative draft CDFW permit package for review and comment. After incorporation of any changes, the package will be submitted to the CDFW. We will maintain regular contact with the CDFW to monitor processing of the permit application.

Assumptions/Qualifications:

- Consultations with the U.S. Fish and Wildlife Service and NOAA Fisheries will not be required.
- No mitigation will be required for the potential impacts or, if mitigation is required, the small amount required could be provided through purchase of credits at a mitigation bank by others.
- Permit application and mitigation bank fees will be paid for by the City of Stockton.

Scope of Work

4. Right of Way Engineering

4.1 Right of Way Retracement

At least seven (7) new maps have filed in the project area since this project went dormant. New maps and corner records will be obtained from the County Surveyor's & City Surveyor's office. New monuments affecting right of way delineation on the maps will be searched for and located in the field. Existing monuments that existed when the project went dormant will be field-verified as still existing. Deeds recorded on the project will be added to the delineation. It is assumed that deeds, maps and corner records will be provided by the City at no cost to MTCO.

4.2 Topographic Survey and Reduction

MTCO will conduct five (4) days of supplemental topographic surveys in the project area as requested by the design team. Planimetrics, DTM and contours will be updated based on these surveys. Traffic control will be self-performed.

5. Detailed Project Design

MTCO team will prepare engineering plans, specifications and estimates for the project in accordance with the City of Stockton Standards. It is assumed that there will be two submittals at a 90%, and 100%/Final plan level. The work needed to be done for each sheet type are:

- Layout Plans and Construction Details: The improvements identified in the field walk (bus stop, gas station improvements, project art, Pershing Avenue overlay and Caran Court sound wall) will be incorporated into the Layout and Construction Detail Plans.
- Drainage Plans: The storm drain improvements near the recently built bus station shall be dipped and surveyed and incorporated into the plans. The City's current Stormwater Quality Control Criteria Plan will be reviewed to see if the plans need to be modified to make them current.
- Stage Construction/Traffic Handling Plans: The staging of the project should remain the same but the Traffic Handling plans will be reviewed and modified as necessary to bring them up to the current California MUTCD standards.
- Median Landscape and Irrigation Plans: Plans from Alexandria Place to Thornton Road to be developed at a scale of 1"=20'. The plans will be updated to meet the new State requirements of using drought tolerant plants.
- Striping and Signage Plans: The Hammer Lane was prepared based off of the Hammer Lane Specific Plan. Since the project is based off of the Specific Plan no changes are anticipated with this update.
- Sound Wall Plans: From the field walk no changes were identified on the north side of the street. Therefore, no changes to the Sound Wall plans are anticipated with this update.
- Traffic Signal and Street Lighting Plans: Fehr & Peers will update the PS&E documents for street lighting

Scope of Work

and traffic signals for the intersections of Hammer Lane/Pershing Avenue and Hammer Lane/Thornton Road. The work will include the following:

- Field verifying existing conditions to confirm any changes made in the field since the plans were prepared and incorporate into the project as existing conditions.
- Incorporate updated geometric files from MTCO.
- Coordinate with the City to determine if there are any City standards that have changed since the plans were prepared and incorporate into the plans. This may include updates to signal controller or communication equipment.
- Coordinate with PG&E and AT&T to reactivate and confirm service connections and fiber optic requirements.
- Coordinate irrigation services for revised landscaping plans.
- Prepare revised PS&E for City review.
- General Cross Sections: MTCO will update the General Cross sections to include the new Pershing Avenue overlay and any new changes incorporated into the project plans.

Task 5.0 Deliverables: Twelve (12) sets of plans, specifications and estimates will be provided for City review at each stage listed above.

6. Bidding and Construction Services

The amount shown in the fee table is an allowance. The effort required for bid and construction assistance has been estimated based on past work on the Hammer Lane Corridor. Because the level of effort is uncertain, we propose to perform this work on a time and materials basis.

6.1 Assistance with Construction Bidding:

MTCO shall provide assistance during the bidding process. Assistance shall include, but not be limited to, providing clarification or answers to questions received from prospective bidders. This assistance could include necessary design revisions if deemed necessary. The City will send out coordinated responses to all questions during the bidding period.

6.2 Construction Assistance:

Some of the scope of services can be anticipated. MTCO team will be available to provide construction assistance including, but not limited to: review of submittals and shop drawings; review and respond to requests for information (RFIs); review of change orders; preparation of necessary design modifications during construction; review and concurrence of Contractors' material submittals.

MTCO team shall attend the following meetings: a pre-construction conference or meeting; post construction meeting; construction coordination meetings in the field/office when necessary; and final punch list and job walk meeting.

Scope of Work

MTCO team shall provide to the City or City's Construction Manager all construction records, "RE pending file", survey information and data, cross-sections, design memorandums, record of meetings conducted with area residents and business owners, and other information required to construct the project. If questions arise during construction over the intent of the design, the design team will respond to such questions in a timely fashion.

6.3 As-built plans:

The amount shown in the fee table is an allowance. MTCO team will be available for preparation of "As-built" plans to reflect any changes made to the design plan. It is assumed that the City's construction representative will provide complete plan mark-ups, and the MTCO team will provide drafting services to reflect those changes.

FEE PROPOSAL
AND
FEE SCHEDULE

MARK THOMAS & COMPANY, INC.

CHARGE RATE SCHEDULE "I-1"

Expires August 31, 2015

HOURLY CHARGE RATES

PROFESSIONAL AND OFFICE

Principal/Project Manager	\$ 280.00 per hour
Structural Manager	265.00 per hour
Engineering Manager	240.00 per hour
Senior Project Manager	215.00 per hour
Survey Manager	195.00 per hour
Project Manager	190.00 per hour
Senior Project Engineer	175.00 per hour
Project Engineer	160.00 per hour
Senior Design Engineer	150.00 per hour
Design Engineer	115.00 per hour
Land Surveyor	180.00 per hour
Project Surveyor	145.00 per hour
Engineering/Survey/CADD Technician	120.00 per hour
Inspector	115.00 per hour
Technical Writer	95.00 per hour
Design (Tech Assistant)	65.00 per hour
Survey (Tech Assistant)	65.00 per hour
Administrative	80.00 per hour

FIELD

Single Chief without Equipment	\$ 115.00 per hour
Single Chief with Equipment	165.00 per hour
Single Chainman	92.00 per hour
2 Person Field Party and Vehicle	275.00 per hour
3 Person Field Party and Vehicle	350.00 per hour

SPECIAL SERVICES

Expert Witness	\$ 375.00 per hour
Strategic Consulting (Principal)	375.00 per hour

OTHER DIRECT COSTS

Reimbursables including, but not limited to: Printing and Materials, Filing Fees, and Field Expenses	-Cost plus 5%
Outside Consultant Fees	-Cost plus 5%

Exhibit C:
Insurance Requirements for Professional Services
(Design - Hammer Lane Widening Phase 3B – PW1427)

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. ***(Not required if consultant provides written verification it has no employees)***
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. (If Claims-made, see below.)

If the Consultant maintains higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to coverage for the higher limits maintained by the consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are to be covered as additional insureds on the CGL

policy and AL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (**at least as broad as** ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it. The City of Stockton does not accept primary endorsements limiting the Consultant's insurance coverage to sole negligence.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City of Stockton.**

Waiver of Subrogation

Consultant hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII if admitted to do business in the State of California; if not admitted to do business in the State of California, insurance is to be placed with insurers with a current A.M. Best's rating of no less than A+:X.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. If Claims Made policy form is used, a three (3) year discovery and reporting tail period of coverage is required after completion of work.

Verification of Coverage

Consultant shall furnish the City of Stockton with original certificates and amendatory endorsements required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time, for any reason or no reason.

Certificate Holder Address

Proper address for mailing certificates, endorsements and notices shall be:

- City of Stockton
- Attention: Risk Services
- 425 N El Dorado Street
- Stockton, CA 95202

City of Stockton Risk Services Phone: 209-937-5037

City of Stockton Risk Services Fax: 209-937-8558

Maintenance of Insurance

If at any time during the life of the Contract or any extension, the Consultant fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.