

**AMENDMENT TO PROFESSIONAL
SERVICES MASTER CONTRACT
WITH STANTEC**

This Amendment to Professional Services Master Contract for design professional services is made and entered into on _____, by and between the City of Stockton, a municipal corporation, hereinafter referred to as "CITY," and STANTEC hereinafter referred to as "FIRM," to provide CITY with design professional services for THORNTON ROAD WIDENING (PW1428), 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 design professional 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 design professional services for the PROJECT as per Exhibit "A," attached hereto and by reference made a part hereof.

2. Section 2—COMPENSATION. Compensation is hereby amended (\$149,836.00) to include Exhibit "A," 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 2015 through September 2017, 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 "B" 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: stantec consulting services
FIRM

Title: Principal

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March 20, 2015

Attention: Clifford Gayotin
City of Stockton
Public Works Department

Email: Cliff.Gayotin@stocktongov.com

Dear Cliff,

Reference: Update Thornton Road Widening Plans, Specifications, and Estimate

Stantec is pleased to submit this proposal to update the plans, specification, and estimate for the Thornton Road Widening project that was prepared by Stantec in 2009. Stantec has all the AUTOCAD files that were created for the project and would use them as the starting point to update them to meet the current standards.

Based on our understanding of the project, and discussion with you, Stantec proposes the following scope of work.

PUBLIC OUTREACH

Following is the suggested scope of public outreach activities for a public meeting for the Thornton Road Widening Project:

- Public meeting and report (1)
- All aspects: Notifications, organization, facilitation, preparation of print materials and exhibits, publicity, newspaper ads in The Record and Vida en el Valle, plus report.
- Update stakeholder database
- Staff email and telephone hotlines; maintain contact log
- Upload information to City of Stockton website

Fee: \$8,600

LANDSCAPE PLAN/IRRIGATION PLAN

The irrigation system will need to be re-designed in order to comply with current City and AB1881 State water use regulations. The new requirements will change the irrigation sprays nozzles to more efficient ones, modify the layout, resize piping/pressure calculations, update valves, create an irrigation schedule with establishment period and revise water use calculations. Irrigation water audits are excluded at this time but could be added with construction administration and observation services.



March 20, 2015
Cliff Gayotin, PE

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Reference: Update Thornton Road Widening Plans, Specifications, and Estimate

The design will include adding irrigation and sprinkler system for the trees and shrub on the median.

Fee: \$8,900

ENVIRONMENTAL UPDATE

Based on our teams review, the City of Stockton has satisfied their requirements in accordance with the California Environmental Quality Act (CEQA) with the certification of the project level ISMND. As such, no further CEQA compliance is necessary; unless the proposed project revisions trigger any new significant environmental effects, a substantial increase in the severity of previously identified significant effects, or new information of substantial importance when compared to the analysis in the previously approved ISMND. Likewise based on the surveys completed for cultural resources supporting the ISMND, there is no State Historic Preservation Office involvement with the project or federal permits triggering review under Section 106 of the National Historic Preservation Act (NHPA) and therefore no additional cultural resources work is required. Consequently, we have only identified the following tasks associated with Biological Resources and subsequent agency permitting:

Update Biological Resources Evaluation.

Stantec would conduct an updated biological resources evaluation of the site, which will include a reconnaissance-level biological survey of the project area and an updated review of biological resources databases, including CDFW CNDDDB, USFWS list of candidate, threatened and endangered species in the USGS quad of the project and county, CNPS list of rare and endangered plants, and NWI. The reconnaissance-level biological survey will include a heritage oak inventory to determine if a City permit for impacts to heritage oaks will be required and it will include a delineation of water of the U.S. and State of California and protected riparian habitat (see below for permits). A short biological resources technical memo will be developed to document the methods, results, and conclusions of the evaluation. Estimated fee for this task:

Fee: \$4,500

Evaluation of Heritage Oaks.

From the EIR biological resources section, an evaluation of heritage oaks is required as a mitigation measure (MM-1) to determine if a heritage oak permit will be required for the project from the City for impacts to native oaks with a 50 inch circumference or 16 inch diameter at breast height. Stantec assumes that a permit will be required as part of the project; therefore, a heritage oak inventory will be implemented for the project area and if any native oak meeting the City's ordinance, Stantec will submit a permit application for approval through the City. This task includes the permit application as the heritage oak inventory will be conducted as part of the biological resources evaluation. Estimated fee for this task:



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Reference: Update Thornton Road Widening Plans, Specifications, and Estimate

Fee: \$3,500

Agency Permitting.

Environmental permitting will include a CDFW Streambed Alteration Agreement and RWQCB Section 401 Water Quality Certification. Stantec assumes that any impacts to waters of the U.S. will be less than 0.1 acres and therefore will be under the threshold required a Pre-construction Notification (PCN) required for coverage under a Section 404 Nationwide Permit for Linear Transportation Projects (NWP #14). Estimated fee for this task:

Fee: \$5,500 (permit fees and any required mitigation are assumed to be paid by the City)

CIVIL/DRAINAGE/CONSTRUCTION STAGING UPDATE

Thornton Road Widening Project bullet Scope and Fees to update project documents, BC1801.

- Walk roadway to validate/note existing conditions and physical features on existing drawings
Engineer; 32hrs @152 = \$4,864
- Modifications to plan and profile sheets, Construction details sheets, drainage sections sheets, utilities sheets, signing and striping sheets. 38 sheets total.
Engineer; 40hrs @ 152 = \$6,080
Senior CAD Tech; 80hrs @ 110 = \$8,800
- Meeting with City PM to kickoff updates; Engineer; 8hrs @ 152 = \$1,216
- Meeting with City PM to review updated plans; Engineer; 8hrs @ 152 = \$1,216
- Coordinate with Utility Surveyors; Engineer 16hrs @ 152 = \$2,432
- Coordination with other disciplines; Engineer 16hrs @ 152 = \$2,432
- Senior Transportation Engineer oversight of staff engineer and guidance on plan updates; 28hrs @175 = \$4,900
- Update quantities; Engineer 16hrs @ 152 = \$2,432
- Update Specifications; Senior Transportation Engineer 16hrs @ 175 = \$2,800
- QA/QC plans and specifications; Principal Engineer 16hrs @ 239 = \$3,824
- Plans and specs revisions; Engineer 8hrs @ 152 = \$1,216, Sen CAD Tech 8hrs @ 110 = \$880
Admin Support 12hrs @94 = \$1,128
- Project Management; Principal 16hrs @ 239 = \$4,780

Summary: Engineer 144hrs @152 = \$21,888
CADD 88hrs @ 110 = \$9,680
Senior Transportation Engineer 44hrs @ 175 = \$7,700
Principal 32hrs @ 239 = \$7,648
Admin Support 12hrs @ 94 = \$1,128

Total \$48,000



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Reference: Update Thornton Road Widening Plans, Specifications, and Estimate

This effort is to take the plans to 100% status and acceptance by the City.

SURVEY UPDATE

TOPOGRAPHIC SURVEY VERIFICATION

Siegfried will provide a topographic survey for use by the client and the City of Stockton for the update of the improvement plans.

Siegfried work will include the following:

- Obtain CAD files of the existing roadway design files, topographic survey files, survey control from client.
- Locate and verify existing survey control to be utilized for the project survey.
- Perform survey on 100 foot stations of the existing pavement surface. The limits of the survey will be from the Bear Creek crossing to MacDuff Avenue, approximately 8,100 LF. The survey will be performed utilizing GPS and/or conventional survey methods to locate the existing roadway surface only.
- Perform full topographic surveys of the Bear Creek bridge crossing and at Davis Street Intersection. The limits of the survey will extend 200' in each direction from the centerline of the creek and street. The survey will be performed utilizing GPS and/or conventional surveying methods to collect such features as; curb, gutter, sidewalk, pavement, structures, existing utilities, utility invert information, striping, signs, walls, fences and other pertinent design information requested by the client.
- Download the data collected in the field and create data files for delivery to the project surveyor.
- Perform the necessary office calculations to reduce field notes collected by the field crews prior to delivery to the office survey team.
- The location of existing utilities will be established from field located facilities, record drawings and/or client supplied utility data.
- Prepare plat and legal for one location
- The project surveyor will prepare a topographic map for the project utilizing the existing survey CAD drawing as the base file. The new topographic data will be combined with the existing data to develop a new base drawing. A surface model will be prepared as well to provide a seamless DTM for the design team.

Siegfried engineers' lump sum fee (fixed fee) for completing this portion of the work program is **\$9,850, including disbursements.**

TRAFFIC STUDY

- Conduct new turning movement counts at the key intersections.
- Compare counts to previous study to determine if new analysis would be needed.



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Reference: Update Thornton Road Widening Plans, Specifications, and Estimate

- SJCOG has updated their travel demand model. Stantec will update the future analysis based on the updated travel demand model for the County.
- Prepare a memo documenting the findings of the traffic study

Total \$9,800

ELECTRICAL PLANS

- Update illumination plans to reflect LED instead of HPS
- Update plans to include bicycle detection
- Update plans to reflect new camera installation and camera details
- Revisit the temporary traffic signal plans and update based on City's requirements for installation of Sensys or other temporary detection.
- Upgrade the Opticom to match new standards both on plans and specifications Update all specifications for the electrical work to City's new standards

Total \$15,800

BIDDING AND CONSTRUCTION SUPPORT

Bidding Support

Upon approval of the PS&E and listing of the project for bid by the City, Stantec will provide with design support during contractor bidding. Stantec will:

- Attend one pre-bid meeting with the City and prospective bidders.
- Collaborate with the City in preparing any amendments to the design work during the bidding period. City will distribute Amendments.
- At the conclusion of the bidding process, prepare conform drawings for the project, incorporating all Addenda into the plans and submit them to the City on reproducible paper. The plan set shall be clearly marked "Conform Drawings for Construction".
- Attend one pre-construction meeting with the City and the Contractor.

Design support during Construction

Stantec will provide design support services during construction.

- Stantec will attend the pre-construction meeting
- Stantec will review and comment on Contractor Submittals



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Reference: Update Thornton Road Widening Plans, Specifications, and Estimate

- Stantec will review and respond to Contractor Requests For Information (RFI's)
- Stantec will attend construction progress meetings as required (to a maximum of 4)

Total \$35,386

FEE SUMMARY

	Estimates
Public Outreach	\$ 8,600.00
Landscape Plan/Irrigation Plan	\$ 8,900.00
Environmental	
Bio Resource	\$ 4,500.00
Heritage Oaks	\$ 3,500.00
Agency Permitting	\$ 5,500.00
Roadway/Drainage	\$ 48,000.00
Survey	\$ 9,850.00
Traffic Study	\$ 9,800.00
Electrical Plans	\$ 15,800.00
Bidding and Const. Support	\$ 35,386.00
Total	\$ 149,836.00

Respectfully yours,

Joy Bhattacharya, P.E., PTOE
Principal, Transportation
Joy.Bhattacharya@stantec.com

Exhibit B:
Insurance Requirements for Professional Services
(Thornton Road Widening – Design)

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.