

CITY OF STOCKTON  
STANDARD AGREEMENT

Agreement Number:

1. This Agreement is entered into between the City of Stockton ("City") and TNB Construction ("Contractor") to provide engineer and construction as set forth in Exhibit A to this Agreement.

2. The term of this Agreement is as follows, unless amended as described in Exhibit A and Exhibit C section 8:  
Commences on: Terminates on:

3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: \$ 1,600,000

4. The complete Agreement consists of all the following Agreement documents which by reference are incorporated and made a part of this Agreement. The parties agree to comply with the terms and conditions of this Agreement.

- (a) Exhibit A – Statement of Work
- (b) Exhibit B – Insurance
- (c) Exhibit C – General Terms & Conditions
- (d) Exhibit D – Professional Services Special Terms & Conditions
- (e) Exhibit E – Compensation Schedule
- (f) Exhibit F – Timeline
- (g) Exhibit G – Louis Park Non-Motorized Boat Launch Facility Project Scope and Budget Summary

**IN WITNESS WHEREOF, the authorized parties have executed this Agreement.**

**CONTRACTOR**

TNB Construction

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

*Brian Swisher*

Authorized Signature

Date

Brian Swisher President

Printed Name and Title of Person Signing

2620 E 18th Street, Antioch, CA 94509

Address

**CITY OF STOCKTON**

Johnny Ford, City Manager

Date

ATTEST:

Katherine Roland, CMC, CPMC, City Clerk

APPROVED AS TO FORM:

Marci A. Arredondo, City Attorney

BY:

## EXHIBIT A

### STATEMENT OF WORK

#### **Project Description**

The project scope is based on the feasibility report and conceptual design submitted to the Division of Boating and Waterway as a part of the Waterways Connection Initiative Grant (see Exhibit G – Louis Park Non-Motorized Boat Launch Facility Project Scope and Budget Summary). The project includes demolition and removal of deteriorated shoreline and dock elements; installation of new gangways, docks, piles, and pedestrian walkways; shoreline protection and erosion control improvements; ADA-accessible pedestrian access upgrades; construction or replacement of site amenities; grading, paving, and surface restoration; and coordination with utility connections and environmental requirements. Final design shall be developed during the design phase and may be refined or modified, subject to applicable review and approval requirements.

#### **1. Project Objectives**

- 1.1 Improve the Louis Park Boat Launch facility to enhance pedestrian safety, accessibility, and usability.
- 1.2 Replace and upgrade existing shoreline gangway, docks, and associated infrastructure for long-term durability.
- 1.3 Incorporate non-motorized boating components
- 1.4 Stabilize and protect the shoreline from erosion and other environmental impacts.
- 1.5 Upgrade site amenities, including restrooms and ADA compliant pedestrian pathways.
- 1.6 Ensure compliance with all local, state, and environmental regulations.

#### **2. Project Scope**

- 2.1 Demolition and removal of deteriorated shoreline and dock elements.
- 2.2 Installation of new gangway, docks, piles, and pedestrian walkways.
- 2.3 Shoreline protection with riprap and erosion control measures.
- 2.4 Pedestrian access upgrades meeting ADA standards.
- 2.5 Construction or replacement of site amenities such as restrooms and lighting.
- 2.6 Grading, paving, and surface restoration of disturbed areas.
- 2.7 Coordination with utility connections and adherence to environmental regulations.

#### **3. Specifications**

- 3.1 Demolition and Removal
  - a. Remove existing floating docks, gangway, piles, deteriorated concrete, riprap, and walkway.
  - b. Mill and remove existing AC pavement.
- 3.2 Gangway and Dock Improvements
  - a. Install aluminum gangway and concrete gangway abutment.
  - b. Install steel piles and new low-freeboard aluminum floating dock.
  - c. Ensure proper alignment and elevation between dock, gangway, and shoreline.
- 3.3 Walkway and Access Improvements

- a. Construct pedestrian walkways, including AC pavement, concrete segments, warning pads, and detectable surfaces.
- b. Ensure full ADA compliance.
- 3.4 Shoreline Protection and Stabilization
  - a. Place riprap in designated areas.
  - b. Protect against erosion and undermining; protect existing vegetation.
- 3.5 Site Features and Amenities
  - a. Install prefabricated ADA-compliant restroom or portable sanitation unit.
  - b. Coordinate utility connections and preserve existing overhead lights.
- 3.6 Grading and Surface Restoration
  - a. Re-pave pedestrian and vehicle paths.
  - b. Restore disturbed areas to match existing conditions.
  - c. Ensure proper drainage.
- 3.7 Environmental and Construction Requirements
  - a. Follow shoreline and environmental standards
  - b. Install temporary measures to prevent erosion
  - c. Comply with all local, state, and permitting requirements.

#### **4. Major Deliverables**

- 4.1 Deliverables include, but are not limited to, the following:
  - i. Demolished and cleared existing docks, gangway, pavement, and shoreline structures.
  - ii. New gangway and floating dock installed and aligned correctly.
  - iii. ADA-compliant pedestrian walkways and access paths constructed.
  - iv. Shoreline stabilized and protected with riprap.
  - v. Prefabricated ADA restroom or portable sanitation installed.
  - vi. Graded and restored site surfaces with positive drainage.
  - vii. Environmental compliance documented and maintained throughout construction.
- 4.2 The Contractor will submit of 30%, 60%, 90%, and 100% plans and specifications to the City in compliance with State requirements.
- 4.3 Any deliverables not included in this section, but listed in the Bid Package, are still a requirement of this Project and must be completed by the Contractor.

#### **5. Tasks That Support the Deliverables**

- 5.1 Demolition and Removal
  - a. Survey existing conditions.

- b. Remove docks, gangway, piles, pavement, riprap, and concrete structures.
  - c. Dispose of materials according to environmental guidelines.
- 5.2 Gangway & Dock Installation
  - a. Install steel piles per specifications.
  - b. Construct aluminum gangway and dock.
  - c. Align and connect dock to shoreline and gangway.
- 5.3 Walkway & Access Improvements
  - a. Excavate and prepare pathway base.
  - b. Install AC pavement and concrete walk segments.
  - c. Install warning pads and detectable surfaces.
- 5.4 Shoreline Protection
  - a. Place and compact riprap.
  - b. Implement erosion prevention measures.
  - c. Protect existing trees and shrubs during work.
- 5.5 Site Amenities
  - a. Install restroom unit and connect utilities
  - b. Preserve and protect existing lighting.
- 5.6 Grading & Surface Restoration
  - a. Regrade pathways and vehicle surfaces.
  - b. Restore disturbed areas with matching materials.
  - c. Verify proper drainage away from pedestrian surfaces.
- 5.7 The Contractor shall:
  - a. Each workday, at the beginning or end of each shift, review upcoming and completed work. The City will designate one representative that will coordinate directly with the Contractor to establish a routine meeting time.
  - b. Jointly conduct a pre-construction Site walk-through (with the City) prior to start of activities to observe and document the existing site conditions and confirm extents of construction as they pertain to offsets from existing site features.
    - i. The Department of Parks and Recreation, Division of Boating and Waterways and its agents may, at any and all reasonable times during the term of this Agreement, enter the Project Area for purposes of inspecting the Project Area.”
  - c. Coordinate with the City on a daily basis to inform the City of planned activities for a three (3)-day rolling window. The Contractor must account for these potential inherent delays in its construction sequencing, schedule, and cost.

## 6. Internal and External Standards and Guidelines

- 6.1 Contract shall comply with all applicable rules and regulations of the State of California and agencies of the U.S. Government.
- 6.2 The Project must be constructed according to the plans and specifications prepared for the Project, and that quality control shall be performed, and compliance with specifications shall be verified, by qualified professionals selected by the City or City's representative.
- a. No placement or v-grooving of concrete for boat launching ramps on the Project shall be allowed until the construction contractor demonstrates proficiency in creating a satisfactory v-grooved surface by preparing a concrete test panel measuring no less than 6 feet by 4 feet. A Department of Parks and Recreation, Division of Boating and Waterways (DBW) representative must accept the test panel before the construction contractor shall be allowed to place or v-groove concrete for boat launching ramps. Precast boat launching ramp panels are exempt from the test panel requirement but must also be approved by a DBW representative prior to placement or installation. Test panels must be adjacent to, but not part of, any ramp work to be completed and must remain accessible until all ramp work is completed and accepted by DBW. Contractor may incorporate test panel into other concrete work (i.e. trash enclosure, etc.).
- 6.3 Ensure project aligns with grant funding requirements from the Division of Boating and Waterways.
- a. Construction of the Project shall be prepared and constructed in conformance with the most recent version of the *Division of Boating and Waterways' Layout, Design and Construction Handbook for Small Craft Boat Launching Facilities*.
- b. Submission of 30%, 60%, 90%, and 100% plans and specifications
- c. The Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee who is employed in the work covered by such contracts or against any applicant for such employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age, marital status, genetic information, gender, gender identity, gender expression, military or veteran status and denial of family care leave, and that such provisions shall include, but not be limited to: employment, upgrading, promotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

- 6.4 The Contractor shall comply with all air pollution and environmental control rules, regulation, ordinances and statutes which apply to the Project and any work performed pursuant to this Agreement.
- 6.5 The Contractor shall comply with ADA accessibility standards.
- 6.6 Contractor shall obtain the following regulatory permits:
- a. U.S. Army Corps of Engineers Permit
  - b. Regional Water Quality Control Board 401 Water Quality Certification
  - c. California Department of Fish and Wildlife Lake and Streambed Alteration Agreement
  - d. California Environmental Quality Act Compliance
  - e. California State Lands Commission Notification
  - f. General Waste Discharge Requirements for Maintenance Dredging Operations, Sacramento-San Joaquin Delta, General Order No. R5-2022-0052.
  - g. Project Bid Documents
  - h. All applicable Engineering Standards.
- 6.7 The Contractor is responsible for public safety measures at all times during completion of the dredging activities.
- 6.8 The Contractor shall notify the City no less than ten (10) days prior to the start of any construction activities to allow time for public notification.
- 6.9 Construction shall not start until the City approves the start date.
- 6.10 Any damage to harbor facilities must be repaired by the Contractor immediately at no cost to the City.
- 6.11 Contractor shall comply with the following administrative and legal compliance
- a. Prior to the commencement of the construction of the Project, the City shall cause the Contractor and a corporate surety acceptable to DBW to furnish in favor of the City and DBW, as their interests may appear, bonds or other security interests as allowed pursuant to the Public Contract Code sections 10263 and 22300 in the following minimum amounts: (1) Faithful Performance – One Hundred Percent (100%) of the total contract bid price; (2) Labor and Materials – One hundred Percent (100%) of the total contract bid price.

## **7. Criteria of Acceptance for Deliverables**

- 7.1 Any tasks needed to support the deliverables not included in this document, but listed in the Bid Package, are still a requirement of this Project and must be completed by the Contractor.
- 7.2 Final acceptance will be provided by the DBW after the City has determined that the project objective was achieved, demobilization is

completed, and all required submittals have been received and approved by the City.

- 7.3 All removed materials cleared and disposed of per environmental requirements.
- 7.4 Gangway, dock, and piles constructed per specified dimensions, materials, and alignment.
- 7.5 Walkways meet ADA accessibility standards, including warning surfaces.
- 7.6 Riprap placed correctly to stabilize shoreline and prevent erosion.
- 7.7 Restroom installed and functional
- 7.8 Graded and paved areas restored to match existing site conditions and positive drainage.
- 7.9 Environmental compliance maintained throughout construction.
- 7.10 Final inspection by City and/or grantor confirms all work meets project specifications.
  - a. The contractor will be responsible for inspecting work in the amount not to exceed what is listed in the NMBLF Project Cost Estimate (no more than 5% of total construction costs)

**8. Notices**

Pursuant to Exhibit C – General Terms and Conditions, Paragraph 15 – Notices, the mailing address for all required notices is as follows:

**Contractor:** TNB Construction  
Brian Swisher

**City:** City of Stockton  
Attn: City Manager

2620 E 18th Street  
Antioch, CA 94509

501 W. Weber Ave  
Building 2 - 4th Floor  
Stockton, CA 95203

**9. Key Personnel**

Madison Lozada – Administrative Analyst II

**10. Option to Renew.**

The term of the Agreement may be extended up to 1 year by a written amendment executed by both parties. However, the total term of the Agreement including the extended term shall not exceed 3 years.

**Exhibit B1**  
**Insurance Requirements**  
(Marine Services)

Contractor 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 and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Marine General Liability (MGL):** Insurance Services Office Form CG 00 01 covering MGL on an "occurrence" basis, including protection & indemnity (P&I), hull & machinery coverage, vessel pollution liability, products and completed operations, property damage, bodily injury, with limits no less than **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **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 **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
3. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
4. **Workers' Compensation and US Longshore and Harbor (USL&H)**  
**Workers' Compensation coverage:** as required by the State of California or other licensed entity, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
5. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$1,000,000** aggregate.
6. **Pollution Liability** applicable to the work being performed, with a limit no less than **\$5,000,000** per claim or occurrence and **\$5,000,000** aggregate per policy period of one year.

7. **Protection & Indemnity Insurance (including crew):** Liability for any third-party bodily injury or property damage caused by the vessel. This includes injury to the crew. Minimum limits of **\$1,000,000**.
8. **Vessel Pollution Liability:** applicable to the work being performed, with a limit no less than **\$5,000,000** per claim or occurrence and **\$5,000,000** aggregate per policy period of one year.
9. **Surety Bonds** as described below.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. 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 officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

#### ***Primary Coverage***

For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 12 19 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

### *Umbrella or Excess Policy*

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance.

### *Notice of Cancellation*

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

### *Waiver of Subrogation*

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor 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. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Stockton for all work performed by the Contractor, its employees, agents and subcontractors.

### *Self-Insured Retentions*

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

### *Acceptability of Insurers*

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

### *Claims Made Policies (Professional & Pollution only)*

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

3. If coverage is canceled or non-renewed, and not replaced *with another claims-made policy form with a Retroactive Date prior to* the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of work.

### ***Verification of Coverage***

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause All documents are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor'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.

### ***Surety Bonds***

Contractor shall provide the following Surety Bonds:

1. Bid Bond
2. Performance Bond
3. Payment Bond
4. Maintenance Bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

### ***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.

**Certificate Holder Address**

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

City of Stockton  
Its Officers, Officials, Employees, and Volunteers  
501 W Weber Ave  
Building 1 – 4<sup>th</sup> Floor  
Stockton, CA 95202

**Exhibit B2**  
**State Insurance Requirements**

The Grantee agrees that all contracts between it and the contractor (or contractors) responsible for construction of the Project shall contain a clause which requires the contractor(s) to obtain insurance with the following *coverage, levels, and endorsement* during the construction of the project.

***Minimum Coverage and Levels:***

Bodily Injury or Death	\$1,000,000 each person
	\$1,000,000 each occurrence
Property and Product Damage	\$1,000,000 each occurrence
	\$1,000,000 aggregate
Fire Insurance	90% of the full insurable value of all insurable components of the Project

***All policies shall contain the following Endorsement:***

"The State of California, its officers, agents, employees and servants are hereby declared to be additional insured under the terms of this policy, as to activities of both the Grantee and the Department of Parks and Recreation, Division of Boating and Waterways (DBW) in respect to the Project, and this policy shall not be cancelled without thirty (30) days prior written notice to DBW."

Grantee must provide DBW with copies of the above including updated versions when expired.

**Indemnification**

The Contractor further agrees to indemnify, defend and save harmless, the Department of Parks and Recreation, Division of Boating and Waterways, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, entity or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and/or from any and all claims and losses accruing or resulting to any person, firm, entity or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

1. **Goods, Equipment, and Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A of the Agreement. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A of the Agreement.
2. **City Assistance, Facilities, Equipment, and Clerical Support.** Except as set forth in Exhibit A, Contractor shall, at its sole cost and expense, furnish and maintain all facilities and equipment that may be required for furnishing services pursuant to this Agreement. If applicable, City shall furnish to Contractor only the facilities and equipment listed in Exhibit A to the Agreement.
3. **Compensation.** City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit E to the Agreement.
  - 3.1 Invoices submitted by Contractor to City must contain a brief description of work performed, time spent, and City reference number. Within thirty (30) days of receipt of Contractor's invoice, City will review the invoice, and if acceptable, make payment on the approved invoice.
  - 3.2 Upon completion of work and acceptance by the City, Contractor shall have sixty (60) days in which to submit final invoice(s) for payment. An extension may be granted by the City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Contractor fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.
4. **Sufficiency of Contractor's Work.** All Contractor services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar contractors supplying services and work of a similar nature, and in conformance with applicable laws, codes, and professional standards. Contractor's work shall be adequate and sufficient to meet the purposes of this Agreement.
5. **Ownership of Work.** All reports, work product, all other documents completed or partially completed by Contractor or its approved subcontractors, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor and its approved subcontractors agree to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged, or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. The Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than the performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.
6. **Timeliness.** Time is of the essence in this Agreement. Further, Contractor acknowledges that the failure of Contractor to comply with the time limits described in Exhibit A and Exhibit F may result in economic or other losses to the City.

7. **Changes.** Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for City to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with the City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work. Until the amendment is so executed, the City will not be responsible for paying any charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.
8. **Amendment.** No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.
9. **Contractor's Status.**
- 9.1 In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of the City. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of the City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer, or employee of the City is to be considered an employee of the Contractor. It is understood by both Contractor and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.
- 9.2 Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to the City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to the City's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.
- 9.3 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, or any other term of employment or requirements of law, shall be determined by the Contractor.
- 9.4 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.
10. **Subcontractor.**
- 10.1 Subcontractors shall not be recognized as having any direct or contractual relationship with the City. Contractor shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Agreement. Subcontractors will be provided with a copy of the Agreement and will be bound by its terms. Contractor is responsible to the City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.
- 10.2 If in the performance of this Agreement any third persons are employed by

Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law, shall be determined by Contractor.

- 10.3 It is further understood and agreed that all Subcontractors must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of the Subcontractors' personnel.

## **11. Termination.**

- 11.1 Termination for Convenience of City. The City may terminate this Agreement at any time by mailing a notice in writing to Contractor. The Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for the work actually completed at the time the notice of termination is received.
- 11.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.
- 11.3 Funding- Non-Appropriation. It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the part of the City for any payment may arise under this Agreement until funds are made available and until the Contractor has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

- 12. Non-Assignability.** The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Contractor shall be solely responsible for reimbursing subcontractors.

- 13. Indemnity and Hold Harmless.** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs, attorney fees, and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

- 14. Insurance.** During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B to this Agreement and shall otherwise comply with the other provisions of Exhibit B to this Agreement.

- 15. Notices.** All notices required herein shall be in writing and shall be sent by certified or

registered mail, postage prepaid, addressed in Exhibit A to this Agreement.

- 16. Conformance to Applicable Laws.** Contractor shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Contractor shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex, or religion of such person.
- 17. Licenses, Certifications, and Permits.** Prior to the City's execution of this Agreement and prior to the Contractor's engaging in any operation or activity set forth in this Agreement, Contractor shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Contractor covenants that it has obtained all certificates, licenses, permits, and the like required to perform the services under this Agreement. Such licenses, certificates, and permits shall be maintained in full force and effect during the term of this Agreement.
- 18. Records and Audits.** Contractor shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by City or, if not prescribed by City, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.
- 19. Confidentiality.** Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information, or conclusions.
- 20. Conflicts of Interest.** Contractor covenants that, other than this Agreement, Contractor has no financial interest with any official, employee, or other representative of the City. Contractor and its principals do not have any financial interest in real property, sources of income, or investments that would be affected in any manner of degree by the performance of Contractor's services under this Agreement. If such an interest arises, Contractor shall immediately notify the City.

Pursuant to Government Code 1090, California Assembly Bill 334: Contractor or Consultants duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor or Consultants participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by the contractor pursuant to this agreement.

- 21. Waiver.** In the event either City or Contractor at any time waives any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.

- 22. Governing Law.** California law shall govern any legal action pursuant to this Agreement, with Antioch, CA for all claims in the Superior Court of the County of San Joaquin, Stockton Branch, or where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.
- 23. No Personal Liability.** No official or employee of City shall be personally liable to Contractor in the event of any default or breach by the City or for any amount due Contractor.
- 24. Severability.** If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or city statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.
- 25. Non-Discrimination.** During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, gender identity, gender expression, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."(42USCSection2000d). <http://www.dol.gov/oasam/regs/statutes/titlevi.htm>. The City requires compliance with the requirements of Title VI in all of its programs and activities, regardless of funding source.
- 26. Force Majeure.** Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.
- 27. Taxes and Charges.** Contractor shall be responsible for payment of all taxes, fees, contributions, or charges applicable to the conduct of the Contractor's business.
- 28. Cumulative Rights.** Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.
- 29. Advice of Attorney.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

**30. Dispute Resolution; Attorney Fees.** Any dispute arising out of or relating to the terms and provisions of this Agreement shall be addressed in good faith by the parties. If a dispute cannot be resolved through informal negotiations, either party may pursue all remedies available under applicable law.

In the event of any dispute between the parties concerning the terms and provisions of this Agreement, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred, including reasonable attorneys' fees.

**31. Heading Not Controlling.** Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

**32. Entire Agreement, Integration, and Modification.**

31.1 This Agreement represents the entire integrated agreement between Contractor and the City; it supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties, and may be amended only by a written Amendment signed by the Contractor and City Manager.

31.2 All Exhibits to this Agreement and this Agreement are intended to be construed as a single document.

**33. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

**34. Authority.** The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

## EXHIBIT D

## PROFESSIONAL SERVICES SPECIAL TERMS AND CONDITIONS

1. **Definitions.** The following words and phrases have the following meanings for purposes of this Agreement:

1.1 "Services" means, collectively, the services, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

1.2 "Deliverable" means quantifiable goods or services that will be provided upon completion of a project. A deliverable is any tangible material, work or thing delivered by one party to the other, including associated technical documentation. A deliverable can be tangible or intangible parts of the development process, and often are specified functions or characteristics of the project.

2. **General.** The following terms and conditions are applicable for the Professional Services only. The special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions ("GTC") Exhibit C, and all other Exhibits identified in the Standard Agreement.

2.1 Where any portion of the GTC is in conflict to or at variance with any provisions of the Special Conditions of the Agreement, then unless a different intention stated, the provision(s) of the Special Conditions of the Agreement shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations in the Special Conditions of the Agreement are not possible of being reconciled with the provisions of the GTC.

2.2 In the case of modification of a part or provision of the GTC, the unaltered part or provision, or both shall remain in effect. The Special Conditions shall relate to a particular project and be peculiar to that project but shall not weaken the character or intent of the GTC.

3. **Time for Performance.**

3.1 Contractor shall perform the services according to the schedule contained in Exhibit F.

3.2 Timeliness of Performance i) Contractor shall provide the Services, and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Exhibit A and Exhibit F. ii) Neither Contractor nor Contractor's agents, employees nor subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other

losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

#### **4. Standard of Performance**

In addition to Exhibit C, Section 4 and 17, Contractor agrees as follows:

4.1 Contractor's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Contractor shall comply with the profession's standard of performance, applicable laws, regulations, and industry standards. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Agreement.

4.2 Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Contractor shall assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

4.3 If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor either under this Agreement, at law or in equity.

#### **5. Compensation**

5.1 In addition to Section 3 Compensation in Exhibit C – GTC, the Contractor shall be compensated for the services provided under this Agreement as follows:

5.1.1 Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears on a not to exceed

basis, based upon the rates set forth in Exhibit E attached hereto and made a part of this Agreement. Contractor may vary the compensation for each task in Exhibit E provided that the total project compensation listed in Exhibit E and the Standard Agreement is not exceeded.

## **6. Personnel**

6.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement. Contractor shall provide subcontractor a copy of this fully executed Agreement.

6.2 Contractor agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement. The payment made to Contractor pursuant to this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of Contractor. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

6.3 Key Personnel: Because of the special skills required to satisfy the requirements of this Agreement, Contractor shall not reassign or replace key personnel without the written consent of the City, which consent the City will not unreasonably withhold. "key personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Agreement. The City may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor shall immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of key personnel is found in Exhibit A, Scope of Services.

## **7. Reports and Information**

Contractor shall at such times and in such forms as the City may require furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters are covered by this Agreement as specified in Exhibit A and Exhibit E.

**8. Findings Confidential**

All of the reports, information, data, et cetera, prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is required by applicable law or by proper legal or governmental authority, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by Contractor outside the scope of this Agreement or is rightfully obtained from third parties. Contractor shall give City prompt notice of any such legal or governmental demand and reasonably cooperate with City in any effort to seek a protective order or otherwise to contest such required disclosure.

**9. Copyright**

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Contractor for copyright purposes. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the City and all such rights shall belong to the City, and the City shall be sole and exclusive entity who may exercise such rights.

**10. Deliverables**

Contractor shall prepare or provide to the City various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the City. The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, or if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement. Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

**11. Applicable Laws**

Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

**EXHIBIT E**  
**COMPENSATION SCHEDULE**

The Contractor shall be compensated for the services identified in Exhibit A, Exhibit C, and Exhibit D to this Agreement as follows:

**1. Project Price**

1.1 The maximum the Contractor shall be paid on this Agreement is \$1,600,000 (One Million Six Hundred Thousand Dollars) (hereafter the “not to exceed” amount). The “not to exceed” amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

1.2 Standard Reimbursable Items: Only the reimbursable items identified in Exhibit A, C, and D (Compensation), shall be compensated to the Contractor. Reimbursable expenses will be reimbursed without markup. Fees plus reimbursable expenses shall not exceed the amount set forth in section 1.1 of this Exhibit and a copy of the original invoice for the items listed in i, ii or iii below shall be attached to the invoice submitted to the City for reimbursement. Payments shall be based upon work documents submitted by the Contractor to the City and accepted by the City as being satisfactory to City’s needs. The City shall not pay a markup on any of the items listed in i, ii or iii. Additionally, items such a telephone, fax, postage or freight are already included in the billable hourly rate. Contractor shall be reimbursed the direct expenses, which are the actual cost of the following items that are reasonable, necessary and actually incurred, by the Contractor in connection with the services:

- i. Expenses, fees or charges for printing, reproduction or binding of documents at actual costs with no markup added to the actual cost.
- ii. Any filing fees, permit fees, or other fees paid or advanced by the Contractor at actual costs with no markup added to the actual cost.
- iii. Travel expenses shall be reimbursed with approval by the City and State.

1.3 The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Contractor based on invoices for acceptable work performed and approved until the “not to exceed” amount is reached. Thereafter, Contractor must complete services based on the Agreement without additional compensation unless there is a material change to the Statement of Work and Scope by a written Amendment.

1.4 If work is completed before the “not to exceed” amount is reached, the Contractor’s compensation will be based on the Contractor’s invoices previously submitted for acceptable work performed and approved.

1.5 Use of contingency funds, if necessary, may be authorized to address unforeseen conditions or scope adjustments that arise during the performance of the work. Any use of contingency funds shall be processed through a written amendment or change order and shall be subject to review and approval by both the City and DBW, as applicable. Under no circumstances shall use of contingency funds cause the total compensation under this Agreement to exceed the approved grant funding amount (\$2,000,000).

1.6 Subcontractor Costs: Compensation for subcontractors shall be limited to the same restrictions imposed on the Contractor. Maximum markup Contractor may apply to subcontractor fees, minus reimbursable expenses, shall not exceed 9%.

2. Task Price. Below is the price for the services and reimbursable expenses as described in Exhibit A of this Agreement.

Task	Description	Task Price
1	Mobilization	\$150,000
2	Demolition	\$185,000
3	In-Water construction	\$475,000
4	Shoreline Stabilization	\$65,000
5	ADA Pathway	\$450,000
6	Restroom Installation	\$95,000
7	Pathway Resurfacing	\$60,000
8	Inspection	\$45,000
	<b>TOTAL PRICE</b>	<b>\$1,525,000</b>

3. Hourly Rates. The following is a list of hourly billable rates that Contractor shall apply for additional services requested of the Contractor. Contractor shall be compensated based on the hourly rates set forth below, on a time and material basis for those services that are within the general scope of services of this Agreement, but beyond the description of services required under Exhibit A, and all services are reasonably necessary to complete the standards of performance required by this Agreement. Any changes and related fees shall be mutually agreed upon between the parties by a written amendment to this Agreement.

#### Hourly Billable Rate Schedule

Title	Role on Project	Hourly Billable Rates
Project Manager	Project oversight	\$165.00
Principal	Plans and drawings	\$225.00
Associate	Plans and drawings	\$190.00
Professional	Plans and drawings	\$170.00

Civil Engineer	Plans and drawings	\$150.00
Graphic Designer Antioch, CA 94509	Plans and drawings	\$125.00
1 Man Survey Crew	Engineering	\$235.00
2 Man Survey Crew	Engineering	\$375.00
Administrative	Plans and drawings	\$120.00

4. **Invoice to Address.** Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit, and the completed work product/deliverable for the agreed upon price listed in this Exhibit. Invoices shall be submitted to the below address:

City of Stockton Department  
Attention: Events & Parking  
501 W. Weber Ave  
Building 2 – 4<sup>th</sup> Floor  
Stockton, CA 95203

**EXHIBIT F****TIMELINE**

1. Contractor shall complete the requested services identified in Exhibit A as follows:

1.1 **TIMELINE FOR COMPLETION OF WORK**

- 1.1.1 Mobilization – 3 months
  - Bonds – 2 weeks
  - Construction drawings – 3 months
  - Site preparation and security – 2 weeks
- 1.1.2 Demolition – 1 month
  - Demo of pilings – 2 days
  - Cleaning up of shoreline – 1 week
  - Demo of old dock – 3 days
  - ADA improvements – 2 weeks
- 1.1.3 In-Water Construction – 2-3 weeks
  - Pilings – 2 days
  - Dock – 2 weeks
- 1.1.4 Shoreline Stabilization – 1 week
  - Adding rip rap – 1 week
- 1.1.5 ADA Pathway – 3 weeks
  - Shoreline pathway – 3 weeks
  - ADA improvements around restroom – 3 weeks
  - Retaining wall stairs – 2 weeks
  - Restroom installation – 1 week
  - Asphalt area resurfacing – 2 weeks

## LOUIS PARK NON-MOTORIZED BOAT LAUNCH FACILITY PROJECT SCOPE AND BUDGET SUMMARY

The Division of Boating and Waterways (DBW) proposes to fund up to \$2,000,000 from the Waterways Connection Initiative (WCI) funding to the City of Stockton (City) to engineer, design, acquire permits, and construct non-motorized boating access improvements to the Louis Park Boat Launching Facility (BLF) at 3121 Monte Diablo Ave, Stockton, CA 95203.

### PROPOSED PROJECT SCOPE

Engineering, permitting, construction, and inspection of the following items:

- Low Freeboard Float and Gangway (8 foot by 100 foot)
- Concrete Abutment
- Steel Guide-Piles
- Two-Unit Unisex Precast Restroom
- Utilities
- Concrete ADA Parking and Striping
- ADA Path of Travel from parking to restroom to boarding float
- ADA Pathway Lighting
- Retaining Wall (if necessary) for ADA-compliant pathway between restroom and beginning of path to the boarding float
- Project Credit Sign

### **Background:**

The Louis Park BLF is in the City of Stockton, in San Joaquin County, about 70 miles east of San Francisco and 40 miles south of Sacramento. The BLF is part of the larger 73 acre Louis Park, a regional park that includes 40 picnic tables, three restrooms, baseball diamonds, basketball courts, tennis and handball courts, and Pixie Woods, a children's play park.

The BLF provides public boating access from a protected cove at the recently completed Smith Canal flood gate, alongside the San Joaquin River. From there boaters can enter the Deepwater Channel which provides access to over 1,000 miles of Sacramento-San Joaquin Delta waterways.

This waterway is a major artery leading into downtown Stockton. It connects the City to the Pacific Ocean through the San Joaquin River and the Port of Stockton. At the City's downtown waterfront, boaters can dock at the marina for day use or overnight, and access the downtown waterfront promenade which offers a wide range of dining options and entertainment venues.

CONTRACT C24709007

EXHIBIT F

Visitors can explore other boat launching facilities in the area, including the Buckley Cove BLF, located five miles to the northwest on the Stockton Channel, and the Morelli Park BLF, located five miles to the east on the Stockton Channel.

The Louis Park BLF was constructed in 1964 by the City of Stockton. The facility consisted of a two-lane boat launching ramp, a boarding float, a 54 vehicle-trailer parking area, and a fishing access dock.

In FY 2003, the City of Stockton was given a \$792,000 Harbors and Watercraft Revolving Fund grant that widened the two-lane boat launching ramp to four launching lanes, added boarding floats, extended the parking area, slurry sealed/restriped the parking area, constructed a sidewalk, installed storm drainage, new lighting, a shade structure, and safety railing.

### **Waterways Connections Initiative**

In FY 2021-22, the Department of Parks and Recreation was allocated approximately \$154 million in a direct appropriation from the state's Budget Act, SB-170. This funding was intended to expand waterway-related outdoor access to under-resourced, underserved, or park-poor urban communities with a population of at least 2,500, that lack connection to waterways. Of this appropriation, DBW was allocated \$10 million for local assistance boat launching facility projects that fit this funding criteria.

The City of Stockton has a population of 319,000 and is identified as a disadvantaged community with 15% of the population at or below the poverty level. It is one of the most racially diverse cities in the country. While the City has three public boat launch facilities for motorized vessels, formal facilities for non-motorized boating is insufficient for its population.

### **Existing Conditions:**

- The City recently slurry sealed and striped the parking area.
- The concrete v-grooved boat launch ramp and pile-guided boarding floats are in good condition and expected to be operational for at minimum, another 10 years.
- The walkway that runs along the north side of the boat launching ramp has many bumps and cracks and is not ADA compliant.
- The existing pile-guided boarding float and gangway that runs parallel to the walkway are dilapidated and not suitable for non-motorized craft.
- The City removed the previous restroom building; there currently is no restroom at the facility.

### **Grant Award Includes:**

Funding for reimbursement of costs to design, permit, construct, and inspect the non-motorized improvements identified above under PROPOSED PROJECT SCOPE. The

PROJECT COST ESTIMATE below and PROPOSED PROJECT SCOPE identified above supersede the City's application.

The City and DBW agreed to the proposed Louis Park NMBLF Project Cost Estimate in Table 1 below, and DBW's engineer developed the concept design included on page 5 of this exhibit. The cost estimate (Table 1) and design concept supersede all previous designs and cost estimates and are the basis for this contract.

**Project Funding Excludes:**

Any costs in excess of \$160,000 for the boater restroom, reimbursement for City administration, owner's representation, project management, CEQA and related studies, picnic tables, shade structures, bike racks, etc., landscaping (unless required by permits), and all other non-boating related park amenities.

**Condition:** CEQA must be completed, at no expense to the WCI contract, by December 31, 2025. No grant reimbursement will be authorized until the City has demonstrated that CEQA is complete.

<b>Table 1: Louis Park NMBLF Project Cost Estimate</b>	
<b>CONSTRUCTION SCOPE</b>	<b>COST ESTIMATE</b>
Mobilization	\$ 65,000
Demolition	90,000
Low Freeboard Float and Gangway (8 foot by 100 foot)	400,000
Concrete Abutment	50,000
Steel Guide-Piles	105,000
Two-unit Unisex Precast Restroom	160,000
Utilities	229,390
Concrete ADA Parking and Striping	100,000
Accessible Path of Travel from Parking to Restroom to Boarding Float	80,000
ADA Pathway Lighting	49,500
Retaining Wall	50,000
Project Credit Sign	10,000
<b>Construction Subtotal</b>	<b>\$ 1,388,889</b>
<b>NON-CONSTRUCTION COSTS</b>	
Escalation 9%	125,000
Contingency 15%	208,333
Engineering 12%	166,667
Inspection 5%	69,444
Permits 3%	41,667
<b>Non-Construction Subtotal</b>	<b>\$ 611,111</b>
<b>TOTAL ESTIMATED PROJECT COST</b>	<b>\$ 2,000,000</b>
Source = Concept/Cost Estimate dated April 2025	
*Percentages are of the Construction Subtotal	
*3% per year for 3 years = 9% escalation	

**PROJECT METRICS**

**Annual Launches**

**Current:** According to the City, the facility was closed for the past three years for flood gate construction and did not track annual boat launches at the facility.

**Future:** The City estimates the annual number of public non-motorized boat launches at the improved facility will be 5,000 per year. This amount factors in participants of club rowing. While clubs may use DBW funded facilities, funding decisions are based on use by the typical public recreational boater, therefore, DBW assumes a more conservative usage of 3,000 non-motorized launches per year.

**Annual User Days**

A typical non-motorized boat can accommodate one person per vessel. Therefore, DBW estimates that the annual user days for this facility will be 3,000 annual user days.

**Unit Day Value**

The 2018 California Boating Needs Assessment Study established a unit day value in the Central Valley. The unit day value is an established way to measure recreational benefits boaters gain from the experience of boating on a particular body of water. The unit day value, adjusted for the consumer price index (CPI), is \$50.47. DBW estimates that the unit day value for the proposed facility will increase after the facility is improved to \$151,410 annually (unit day value x projected annual user days).

### **Benefit-Cost Ratio**

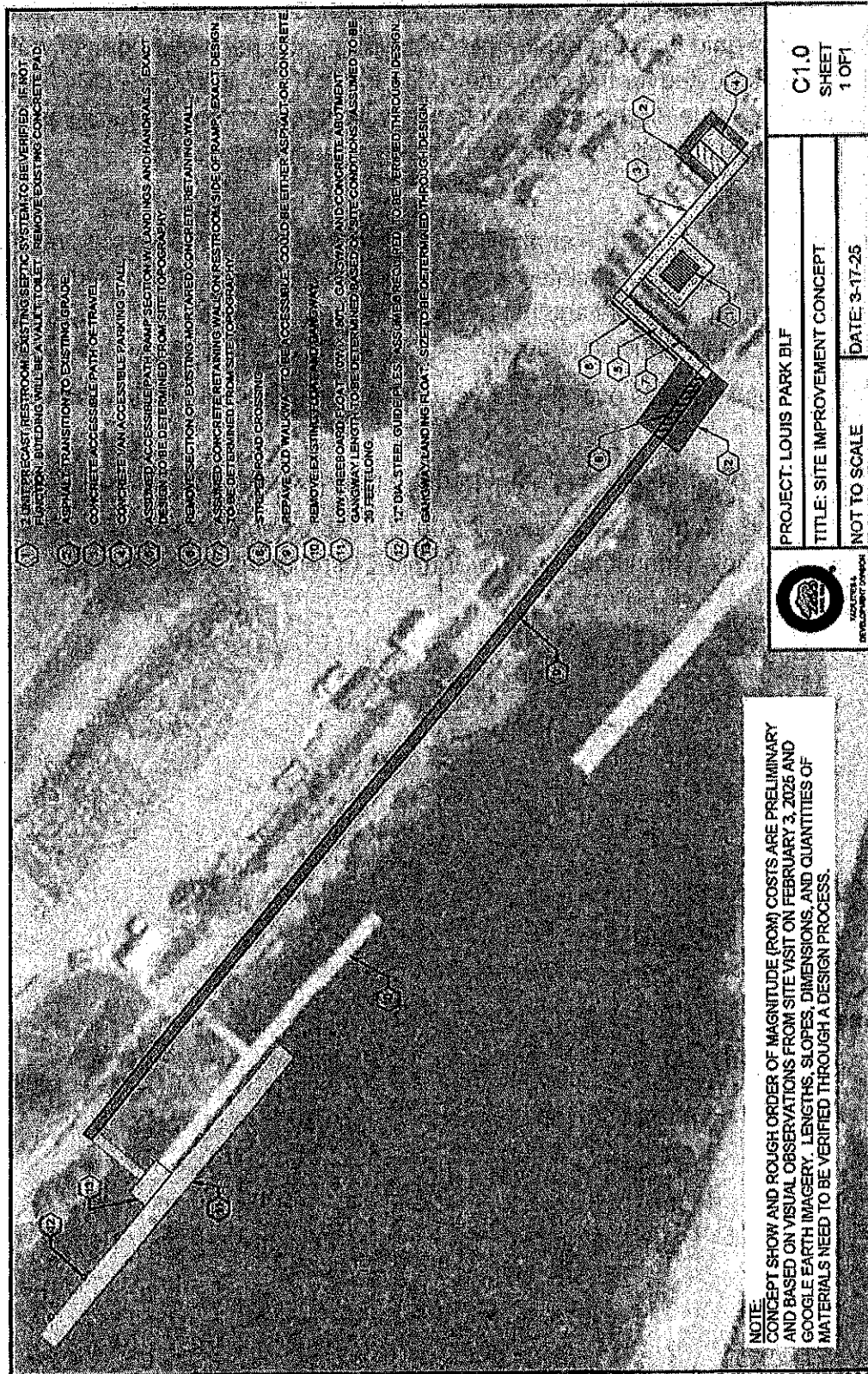
A common method used in the analysis of investments is to establish net present value of the benefits and costs associated with a project. If the Benefit/Cost ratio exceeds "1" then the investment, weighed against available investment alternatives, is worthy of consideration from a financial perspective. The results of this analysis are as follows:

**Benefit:** The total benefits over the 20-year life of the project are estimated to be \$2,370,630.

**Cost:** Net costs over the 20-year grant period are estimated to be \$2,000,160.

**Ratio:** Assuming a total project cost of \$2,000,000 to complete designs, acquire permits, and complete construction, the Benefit-Cost Ratio is 1.19.

**Louis Park NMBLF Concept Design**



- 1. 2 INLET RECAST RESTROOM EXISTING SEPTIC SYSTEM TO BE VERIFIED. IF NOT FOUND, BUILDING WILL BE A VAULT TOILET. REMOVE EXISTING CONCRETE PAD.
- 2. VISUAL TRANSITION TO EXISTING GRADE.
- 3. CONCRETE ACCESSIBLE PATH OF TRAVEL.
- 4. CONCRETE / AN ACCESSIBLE PARKING STALL.
- 5. ASSUMED ACCESSIBLE PATH RAMP SECTION, LANDINGS AND HANDRAILS. EXACT LENGTH TO BE DETERMINED FROM SITE TOPOGRAPHY.
- 6. REMOVE SECTION OF EXISTING MORTARED CONCRETE RETAINING WALL.
- 7. ASSUMED CONCRETE RETAINING WALL ON WEST SIDE OF RAMP. EXACT DESIGN TO BE DETERMINED FROM SITE TOPOGRAPHY.
- 8. STRIPPED ROAD CROSSING.
- 9. REPAVE OLD WALKWAY TO BE ACCESSIBLE. CONSIDER EITHER ASPHALT OR CONCRETE.
- 10. REMOVE EXISTING LANDSCAPING.
- 11. LOW FREEBOARD DOCK WITH 12" GALVANIZED AND CONCRETE ABUTMENT. GANGWAY LENGTH TO BE DETERMINED BASED ON SITE CONDITIONS. ASSUMED TO BE 30 FEET LONG.
- 12. 12" DIA. STEEL GUIDEPILES ASSUMED REQUIRED TO BE VERIFIED THROUGH DESIGN.
- 13. GANGWAY LANDING FLOAT. SIZE TO BE DETERMINED THROUGH DESIGN.

C1.0  
SHEET  
1 OF 1

PROJECT: LOUIS PARK BLF	
TITLE: SITE IMPROVEMENT CONCEPT	
NOT TO SCALE	DATE: 3-17-25



**NOTE:**  
CONCEPT SHOW AND ROUGH ORDER OF MAGNITUDE (ROM) COSTS ARE PRELIMINARY AND BASED ON VISUAL OBSERVATIONS FROM SITE VISIT ON FEBRUARY 3, 2025 AND GOOGLE EARTH IMAGERY. LENGTHS, SLOPES, DIMENSIONS, AND QUANTITIES OF MATERIALS NEED TO BE VERIFIED THROUGH A DESIGN PROCESS.