

CITY OF STOCKTON  
STANDARD AGREEMENT

Agreement Number:

1. This Agreement is entered into between the City of Stockton ("City") and VVH Consulting Engineers ("Contractor") to provide Professional Engineering Services 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: December 1, 2023 Terminates on: December 31, 2026

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: \$ 872,360

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 - Special Funding Terms & Conditions (If applicable check box) YES

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

**CONTRACTOR**

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

 12/01/2023  
Authorized Signature Date

Michael Hayes, PE  
Printed Name and Title of Person Signing  
430 Tenth Street, Modesto, CA 95354  
Address

**CITY OF STOCKTON**

Harry Black, City Manager Date

ATTEST:

Eliza R. Garza CMC, City Clerk

APPROVED AS TO FORM:  
Lori M. Asuncion, City Attorney

BY:

## EXHIBIT A

### STATEMENT OF WORK

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

Consultant shall perform engineering services necessary to permit and design the restoration of cover for a 36-inch diameter pipe crossing the San Joaquin River. In addition, reinforce the cover of a neighboring 60-inch diameter pipe crossing the San Joaquin River.

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

##### **Task: 2.1 Project Initiation**

Consultant shall work with City staff and the consultant team to initiate the project. Consultant's work shall include, but not be limited to the following:

- Project Kick-off Meeting: Host meeting with City staff, subconsultants, and other project stakeholders to discuss project goals, confirm project scope, and outline the target project schedule.
- Obtain relevant as-built drawings within the vicinity of the project, as available.

##### **Task: 2.2 Project Meetings**

Consultant shall attend and conduct regularly scheduled project meetings with City staff and other project stakeholders throughout the duration of the project planning and design. Consultant's work shall include, but not be limited to the following:

- Conduct bi-weekly update meetings with City staff and other relevant participants.
- Distribute agendas in advance of meeting, and minutes upon conclusion of meeting. Maintain a running log of action items and responsible parties.

##### **Task: 2.3 Pre-Design Hydrographic Survey**

For pre-design surveys only, Consultant shall perform a hydrographic survey of the river section in order to profile the top of the existing pipeline crossings, as well as to establish the underwater grade and cross-section of the river channel.

Work under this task shall include, but not be limited to the following:

- Pre-design ground penetrating radar (GPR) survey along the existing 36 inch and 60 inch pipeline alignments in order to establish top-of-pipe elevations. Survey shall be performed on a 10'x10' grid spacing along the pipeline alignments.
- Bathymetric survey of channel bottom and sides using sonar methods. The survey shall include the underwater channel cross-section to approximately 500 ft upstream and downstream of the pipeline crossings. A multi-beam echosounder (MBES) survey along the pipeline alignments shall be conducted to determine if pipeline is daylighting.

**Task: 2.4 Field Topographic Survey**

Consultant shall perform a field topographic survey of the project site. The area of survey generally consists of the San Joaquin River adjacent to the City's wastewater treatment plant, from approximately 500 ft downstream of the subject 36 inch pipeline, to approximately 500 upstream of the subject 60 inch pipeline. The survey shall extend to approximately 100 ft from the outside edge of the levee access road, on each side of the river. Refer to the separate task item for the survey of the river channel cross-section. Consultant's work under this task shall include the following:

- Project Surveyor shall research San Joaquin County record maps, surveys deeds and client-supplied preliminary title reports for the adjacent property.
- Project Surveyor shall review record maps, surveys and deeds, and compile a recorded document search map for conducting the field boundary survey.
- Field Survey Crew shall establish project control on site referencing California State Plane coordinates, Zone 3 NAD 83.
- Perform survey on an approximately 50-foot-grid interval for the project area. The survey shall be performed utilizing GPS and/or conventional survey methods to collect such features as: existing ground, curbing, pavement markings, walls, fences, signs, visible utilities, utility invert information, edge of concrete, edge of pavement and other items pertinent for the design documents.
- 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.
- Establish the location of existing utilities from field-located facilities, record drawings and/or client supplied utility information.
- Integrate field survey CAD data with hydrographic survey CAD data to create a single survey base drawing.
- The project surveyor shall prepare a topographic map of the project site at an appropriate scale to include all features collected in the field, as well as 1-foot contours with spot elevations and shall combine with the boundary survey. Survey shall be incorporated with the design drawings.

**Task 2.5 Geotechnical Investigation**

Consultant shall perform a geotechnical investigation for the site. Consultant's work shall include, but not be limited to the following:

- **Field Exploration:** Perform a total of four (4) borings to a planned depth of 50 feet below ground level: One on each side of the riverbanks upstream of the project location, one on each side downstream of the project location.
- **Subsurface Exploration Procedures:** A truck or track mounted drill rig using continuous flight augers shall be utilized. Four samples shall be

obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. In the split-barrel sampling procedure, a standard 2-inch outer diameter split-barrel sampling spoon is driven into the ground by a 140-pound automatic hammer falling a distance of 30 inches. The number of blows required to advance the sampling spoon the last 12 inches of a normal 18-inch penetration is recorded as the Standard Penetration Test (SPT) resistance value. The SPT resistance values, also referred to as N-values, are indicated on the boring logs at the test depths. A 2½-inch O.D. split-barrel sampling spoon with 2-inch I.D. ring lined sampler shall be used for sampling. Ring-lined, split-barrel sampling procedures are similar to standard split spoon sampling procedure; however, blow counts are typically recorded for 6-inch intervals for a total of 12 inches of penetration. The samples shall be placed in appropriate containers, taken to a soil laboratory for testing, and classified by a Geotechnical Engineer.

The Consultant shall prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs shall include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, shall be prepared from field logs, shall represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

- **Permitting:** A drilling permit shall be required by the San Joaquin County Department of Environmental Health (DEH) for this project. Consultant shall be responsible for obtaining the DEH permit.
- **Property Disturbance:** Borings shall be backfilled with cement grout upon completion per the requirements of the DEH. Consultant is not responsible for repairs of the site beyond backfilling boreholes. Auger cuttings from borings shall be collected in a 55-gallon drums and disposed of at a receiving facility off site. The cuttings shall be tested for the presence of environmental contaminants. After results of the testing are received, the drums shall be disposed of off-site at a receiving facility assuming the test results resulted in clean and non-hazardous soil. Consultant shall assume the drummed soil is found clean and non-hazardous. If the testing results in hazardous soil, the Consultant shall consult with the City regarding the options for disposal and the associated fees. The drums shall be stored within the vicinity of the crossing for up to 3 weeks while the environmental characterization is performed.

Exploration efforts require borings into the subsurface, therefore Consultant shall comply with local regulations to request a utility location service through Underground Services Alert North 811 (USA). Consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation,

Consultant shall consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

- Laboratory Testing: The project engineer shall review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork. The following laboratory testing shall be performed:

- Water content
- Unit dry weight
- Atterberg limits
- Grain size analysis and/or hydrometer
- Chemical analyses – pH, sulfates, chloride ion, electrical resistivity

Based on the results of field and laboratory programs, the Consultant shall describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

- Engineering and Project Delivery: The results of the field and laboratory programs shall be evaluated, and a geotechnical engineering report shall be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report shall include the following:
  - Boring logs with field and laboratory data
  - Stratification based on visual soil classification
  - Groundwater levels observed during and after the completion of drilling
  - Site Location and Exploration Plans
  - Subsurface exploration procedures
  - Description of subsurface conditions
  - Design parameters to be used for cover remediation including but not limited to Contech Armorflex (or similar) revetment mat systems (Assume tiedown anchors for pipeline support will not be required.)
  - Recommended foundation options and engineering design parameters
  - Seismic site classification and code based seismic design parameters per the 2022 CBC. (Assumed the structure will not require a site-specific ground motion hazard analysis and that the Structural Engineer shall utilize the exception specified in Section 11.4.8 of ASCE 7-16).
- The typical delivery process includes the following:
  - Project Planning – Proposal information, schedule, and anticipated exploration plan
  - Site Characterization – Findings of the site exploration and laboratory results
  - Geotechnical Engineering Report

When services are complete, a printable version of the completed report, including the professional engineer's seal and signature, which documents the services.

**Task 2.6 Hydraulic Modeling**

Consultant shall perform hydraulic modeling necessary to design the proposed cover remediation. Consultant's work shall include, but not be limited to the following:

- Obtain river flows from Army Corps of Engineers, FEMA, State Water Boards or other source.
- Develop HEC-RAS model for project reach of San Joaquin River based on bathymetry survey data.
- Use model to determine appropriate hydraulic parameters for the cover remediation design including velocity, shear stress, scour potential, and hydraulic impacts of proposed improvements. Three (3) scenarios are anticipated for this task.
- Prepare Technical Memorandum of hydraulic results to be included in Preliminary Design Report as an appendix.
- Prepare up to two (2) additional model runs during preparation of the Plans, Specifications, and Estimate for the project in order to address any new impacts due to further refined design.

**Task 2.7 Preliminary Project Reports**

Consultant shall perform an initial environmental review of the site and shall prepare preliminary project reports that shall be used as the basis of the project permit applications. Consultant's work shall include, but not be limited to the following:

***A. Site Assessment and Biological Resources Technical Report:***

Consultant shall prepare a biological resources technical report (BRTR) to support California Environmental Quality Act (CEQA) documentation and regulatory permit applications for the Project. The BRTR shall be done in two phases with the initial phase to include a description of existing conditions, land cover types, potential for special-status species, and provide an overview of permits required and associated timelines. One site visit shall be conducted by a biologist to document the jurisdictional boundaries of the Project Area and delineate any other wetlands or aquatic resources potentially subject to state and/or federal jurisdiction. Any riparian areas or other sensitive habitat areas shall also be described and mapped. If any special-status species are observed, they shall be reported in the findings. The first phase of the BRTR shall be conducted prior to development of a Project description and no analysis of potential impacts need to be prepared. The Consultant shall work with the Project engineer to develop a Project description and reduce impacts.

The second phase of the BRTR shall be conducted following completion of the Project description in Task 2.7-C and update the BRTR to be suitable to support CEQA documentation. This shall include addition of the full Project description and analysis of impacts in accordance with

Appendix G of the CEQA Guidelines. The BRTR shall also include a map showing any jurisdictional boundaries within the Project Area.

**B. Agency Pre-Application Meeting:** A pre-application meeting with the Sacramento District of the Corps is recommended to be attended because of the large network of resource agencies that will be involved in this Project. In addition, initial feedback on potential conservation measures or other Project design recommendations will be helpful as the Project Description and design plans are developed. Meetings happen once per month, and the Consultant shall request the meeting and agencies recommended to be included. Typical agencies in attendance are US Fish and Wildlife Service, National Marine Fisheries Service, California Regional Water Quality Control Board (RWQCB), and California Department of Fish and Wildlife (CDFW). If accepted, the Consultant shall prepare the meeting materials including a brief presentation summarizing the anticipated Project and potential impacts. Meetings are typically virtual and no more than one hour in length, and no more than four non-agency members for the Project can attend. The Consultant shall coordinate attendance but assumes at least one City shall be present.

**C. Project Description Development and Coordination:** After the Project reaches at least a 30% design level, Consultant shall develop a Project Description in collaboration with the Project team. The Project Description shall include all elements necessary to comply with CEQA and permit applications. Consultant shall also coordinate during the development of the Project Description on methods to avoid take of listed species such as work windows, best management practices, and other recommended avoidance and minimization measures. The Project Description shall include the following:

- a. Project Location and Site Characteristics: Project location, size, relationship to other plans and uses.
- b. Project Characteristics: Project components, materials, etc.
- c. Project Construction: Phases, excavation, foundations, schedule, staging, access, construction equipment, vehicle trips.

### **Task 2.8 CEQA Documentation and Regulatory Agency Applications**

Consultant shall prepare California Environmental Quality Act (CEQA) documentation and regulatory agency permit applications. Consultant's work shall include, but not be limited to the following:

**A. CEQA Categorical Exemption Documentation:** Consultant shall evaluate the Project impacts on the environment according to the requirements of CEQA. It is assumed that the Project shall qualify as a Class 1 and/or Class 2 (CEQA Guidelines Section 15301 Existing Facilities and/or CEQA Guidelines Section 15302 Replacement or Reconstruction) exemption because it would repair existing pipelines with no expansion of use. Consultant shall prepare a Categorical Exemption

(CE) Memorandum to provide the substantial evidence required to demonstrate that the Project meets the criteria under CEQA Sections 15301 and/or 15302 and does not meet any of the Exceptions listed in CEQA Guidelines Section 15300.2. This would include an evaluation of the project's effects on following:

- Cumulative Impacts. The CE Memorandum shall review the project's effects on the environment in combination with other reasonably probable cumulative projects.
- Significant Effects due to Unusual Circumstances. The CE Memorandum shall document that the project would not result in significant effects due to unusual circumstances.
- Scenic Highways. The CE Memorandum shall analyze the project's effects on scenic resources that are located within an officially designated State scenic highway.
- Historical Resources. The CE shall document that the project would not have any significant impacts on historic and historical archaeological resources based upon a Cultural Resources Study prepared by the Consultant in Task 2.8-B.

Consultant shall prepare the CE for review by the City staff and file the Notice of Exemption (NOE) with the San Joaquin County Clerk and State Clearinghouse via the CEQAnet portal. Consultant shall also prepare an Administrative Draft of the CE and CE Memorandum for review by the City. This delivery shall include an electronic version in Microsoft Word and PDF formats. Upon receipt of comments, Consultant shall prepare a Draft CE for review by the City. Once the Draft is approved, a Final CE and CE Memorandum shall be prepared. The final deliverable shall be provided in electronic format via PDF. The City shall be responsible for payment of all required filing and CDFW CEQA review fees. If following the Project Description development (Task 2.7-C) it is determined that the Project will not qualify for a CE, this task shall not be conducted, and an Initial Study/Mitigated Negative Declaration (IS/MND) shall be prepared as described in Optional Task 2.16-D, below.

**B. Cultural Resources Report:** A cultural resources report is necessary to support the Corps Section 404 permit application for consultation under Section 106 and may be necessary to support CEQA for cultural resources and tribal consultation. Consultant shall prepare the cultural resources analysis for the Project Area. The cultural resources study shall be sufficient to satisfy federal requirements defined in Section 106 of the National Historic Preservation Act (NHPA) and California CEQA Guidelines (AB52/SB18). Consultant shall conduct a records search of the California Historical Resources Information System (CHRIS) held at the local Information Center (IC) for a one-mile radius surrounding the Project Area in order to identify any previously recorded sites and previous cultural resource studies documented within the study area. Consultant shall also request a search of the Sacred Lands File be conducted by the



Native American Heritage Commission (NAHC) in order to identify any areas of Native American heritage significance, Traditional Cultural Properties, and Tribal Cultural Resources. The NAHC will also provide a list of tribal groups and individuals which may have additional information on the Project Area. Consultant shall perform an intensive pedestrian survey of the Project Area. The pedestrian survey shall be conducted by a crew of one archaeologist. Any previously recorded sites located within the Project Area shall be relocated and their site documentation updated. Any newly identified sites shall be recorded and all site records shall be submitted to the Central California Information Center (CCIC) for update or assignment of trinomial designators. At the completion of fieldwork, Consultant shall prepare an Archaeological Resource Management Records (ARMR) report in compliance with the Corps and also satisfy CEQA requirements. The report shall include recommendations for any additional cultural studies required for compliance or recommendations for avoidance of identified resources. Consultant shall respond to two rounds of comments from the Corps and/or local agency. The following assumptions apply to this task:

- No cultural resources will be identified.
- No archaeological or Native American monitors are included.
- A detailed workplan will not be required.
- An ARPA permit will not be required.
- An ARMR formatted report will satisfy reporting requirements.
- No testing or site mitigation is required.
- The survey will not include built environment resources.

***C. CVFPB Encroachment Permit and Rivers and Harbors Act Section 408 Applications:*** The Project is within a regulated stream and Federal levee system, therefore approval from the Central Valley Flood Protection Board (CVFPB) shall be required via an encroachment permit and coordination with the Corps under Section 408 of the Rivers Harbors Act (RHA). Consultant shall have one meeting with the CVFPB and Corps early in the Project phase to understand if the CVFPB shall lead coordination and application reviews with the Corps (Sections 10 and 408), RWQCB, and California State Lands Commission (SLC), and act as lead for the process. If possible, Consultant shall work to have CVFPB attend the pre-application meeting described in Task 2.7-B above. This could reduce time in each of the associated tasks in this scope. Regardless of whether CVFPB takes lead with the RWQCB and SLC, CVFPB is expected to coordinate with Corps Section 408 review. The Project is not anticipated to impact the federal levees, and this task assumes no formal Section 408 approval shall be required or the Project meets a Categorical Permission.

Consultant shall prepare the CVFPB encroachment application forms and coordinate the required information from the City and Project team

members including plan sets and cross-section views. The CVFPB requires a hard copy of the application forms which the Consultant shall prepare, coordinate for wet ink signatures, and mail. All coordination time with CVFPB and Corps Section 408 staff including after application submittal is included in this task. The following assumptions apply to this task:

- Payment of permit fees is the responsibility of the City.
- City shall provide the names and addresses of adjacent property owners required to be listed on the encroachment permit application.

***D. Corps RHA Section 10/CWA Section 404 Permit Application:*** The Corps regulates the placement of fill within jurisdictional Waters of the U.S. under Section 404 of the Clean Water Act (CWA) and Section 10 of the Rivers and Harbors Act. At a minimum the proposed Project would require work below the high tide line and require Corps authorization, and wetlands may be present on the levee banks. The Corps would likely authorize the Project under Nationwide Permit (NWP) #58 and not require compensatory mitigation for the proposed Project. A Pre-construction Notification (PCN) shall be required because of impacts within Section 10 jurisdiction and presence of species listed under the federal Endangered Species Act (ESA).

Consultant shall prepare the necessary permit application materials, including the PCN form, figures approximating the Corps' jurisdiction within the Project Area, and a supplemental information package which includes information on the volume of fill the proposed Project would place within Corps jurisdiction. Consultant shall act as the agent for the submittal and respond to any questions or comments the Corps may have concerning the Project. Consultant shall follow-up with agency staff to ensure timely review and approval of the application under Task 2.8-J.

The Corps under this permit application is anticipated to be the lead federal agency based on the largest proportion of work occurring under this permit and within Corps jurisdiction. As such, it is anticipated the Corps will require ESA Section 7 consultation because of the potential presence of listed species and Essential Fish Habitat (EFH) in the San Joaquin River. A Section 7 Biological Assessment with an EFH Analysis is scoped separately under Task 2.8-F, below. The Corps will also require a cultural resources report to support its consultation with the State Historical Preservation Officer (SHPO) under Section 106 of the National Historic Preservation Act. This report is scoped separately under Task 2.8-B, above.

***E. RWQCB CWA Section 401 Permit Application:*** Under Section 401 of the CWA, the Central Valley Regional Water Quality Control Board

(RWQCB) must certify that the NWP issued by the Corps is consistent with State water quality standards. In addition, under the State Porter-Cologne Water Quality Control Act, the RWQCB has jurisdiction over activities occurring up to top of bank (TOB). The proposed Project shall need to submit a request for 401 Water Quality Certification to comply with federal and state regulations. Should the agency meeting in Task 2.7-B not qualify as the pre-application meeting as required by Section 401 guidelines or the RWQCB does not attend that meeting, this task includes time for the required pre-application meeting. This meeting is to address Project details, permit pathway, and application needs such as a mitigation plan.

Consultant shall prepare the necessary 401 Water Quality Certification application materials, including the Central Valley RWQCB's 401 Water Quality Certification form, figures approximating the RWQCB's jurisdiction within the Project Area, and a supplemental information package which includes information on the volume of fill and the size of structures the proposed Project would place within the RWQCB's jurisdiction. This task includes one round of review and incorporation of comments on a draft permit application package from the RWQCB. Consultant shall act as the agent for the submittal and respond to any questions or comments the RWQCB may have concerning the Project. Consultant shall follow-up with agency staff to ensure timely review and approval of the application under Task 2.8-J. The following assumptions apply to this task:

- Payment of permit fees is the responsibility of the City.
- Habitat Mitigation and Monitoring Plan (HMMP) is not required. If RWQCB requires an HMMP, this shall be prepared under optional 2.15 below.
- No alternatives analysis is required.
- Future revisions in CWA 401 regulations may result in increased level of effort for the application process. Should this be determined necessary, a change order would be approved prior to conducting the additional work.

***F. Endangered Species Act and EFH Consultation Biological***

***Assessment:*** It is anticipated that the Corps will determine that the Project may have adverse effects on federal ESA-listed species, and that with conservation measures such as work windows to avoid take, informal consultation under Section 7 of the ESA would be required.

Species anticipated to require consultation include green sturgeon, steelhead, Chinook, Delta smelt, longfin smelt, and giant garter snake. Although the City of Stockton is a Permittee as part of the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP), the SJMSCP does not cover listed fish species. Therefore, the Project will need to consult separately for fish species. Consultant shall

use the BRTR (Task 2) as a basis to prepare a Section 7 Biological Assessment (BA) in conformance with ESA standards and include a full project description, conservation measures, habitat conditions, and analysis of effects. Based on the high degree of overlap in analysis for species under the jurisdictions of the USFWS and NMFS, namely fish species, a single Section 7 BA will be prepared for submittal to each agency. In addition, a discussion of Essential Fish Habitat (EFH) will be included for NMFS consultation.

As part of this task Consultant shall also prepare and submit the SJMSCP application to the San Joaquin Council of Governments for coverage for impacts to giant garter snake. Consultant shall work with the project team and regulators to ensure that all information is made available for the application. This task assumes one revision of the Section 7 BA. Consultant shall follow-up with agency staff to ensure timely review and approval of the consultations under Task 2.8-J.

The following assumptions apply to this task:

- Project can be designed such that take will be avoided and only federal informal consultation is required.
- No take of state listed fish will occur, and no California Endangered Species Act permit is required. If take may occur, preparation of a California Endangered Species Act (CESA) permit application will occur under optional Task 2.15.

**G. CDFW Streambed Alteration Agreement Notification:** Under Section 1602 of California Fish and Game Code (CFGC), a Lake or Streambed Alteration Agreement (SAA) is required from CDFW for activities that modify the physical characteristics of a stream or lake and activities that may affect fish and wildlife resources that use the stream or lake and surrounding habitat (i.e., riparian vegetation or wetlands). The CDFW requires any person who may affect the physical characteristics of a perennial, intermittent, or ephemeral river, stream, or lake to request a Section 1602 SAA. The SAA notification requires completion of an application form and Project environmental questionnaire, and inclusion of supplemental data regarding issues covered in the Project questionnaire. Consultant shall prepare the application using the prior agreement information, the current standard forms and attachments, and additional information, such as site plans, maps, and the BRTR, needed to support application processing. The complete 1602 permit application shall be submitted to CDFW electronically via the CDFW EPIMS system following City review. This task includes coordination time with the City for EPIMS account, submittal, and approvals. Consultant shall follow-up with agency staff to ensure timely review and approval of the application under Task 8-J. The following assumptions apply to this task:

- Payment of permit fees is the responsibility of the City.

- (Habitat Mitigation and Monitoring Plan) HMMP is not required. If CDFW requires an HMMP, this shall be prepared under optional Task 2.15.

**H. State Lands Commission Notifications and Coordination:** The Project area is located on the San Joaquin River in lands owned by the State of California and managed by the California State Lands Commission (SLC). The City has two active SLC leases, one for the 36-inch pipeline and a separate lease for the 60-inch pipeline, both of which include repair and maintenance of the pipelines. Therefore, it is assumed that no modifications to the SLC leases shall be necessary. Under this task the Consultant shall review the preliminary design report prior to submittal to the SLC. It is assumed the SLC will require review of the design report as part of the existing lease agreements. Consultant shall coordinate the submittal of the design report to SLC and comments received from SLC on the report. This task includes preparation of a letter which shall provide the project description and purpose, schedule, recent bathymetry survey results, and preliminary design plans. Time is included in this task for at least one meeting with SLC staff and no more than ten (10) hours of response to comments.

**I. Reclamation District 404 Encroachment Permit :** The Project will require access and work from a federal levee. Reclamation District (RD) 404 is responsible for maintaining the eastern levee of the Project site that access shall be staged from, and an encroachment permit will be required. Consultant shall prepare and submit the Encroachment Permit and coordinate with the Project team for information including access needs, anticipated Project timing, and schedule.

**J. Regulatory Agency Communications:** This task covers communications including responses to requests for information with the resource agencies following submittal of the permit applications described in Tasks 8-A thru J. Consultant shall be available to attend up to two meetings with the City and regulatory agencies as needed. From time to time, resource agencies make requests and require information or substantial revisions that is beyond the bounds of normal expectations for projects of similar size and scope. If this situation arises, Consultant shall notify the City immediately and discuss the best path forward for the Project, including whether or not additional supplemental budget may be necessary. In addition, Consultant shall coordinate the in-lieu fee credit purchase if compensatory mitigation is determined to be required. This task assumes no more than six (6) hours of coordination may be necessary for credit purchase. This task also includes time to review draft permits and make recommendations to the City to accept the permit conditions or request modifications.

### **Task 2.9 Preliminary Design Report**

Consultant shall provide preliminary design services for the cover remediation of the existing 36" and 60" pipeline, taking into consideration the proposed new 60" outfall. Work under this task shall include, but not be limited to the following:

- Develop alternative concepts for remediating the cover of the proposed pipelines. Compare alternatives based on such factors as cost, schedule, and feasibility to determine preferred alternative.
- Prepare preliminary construction drawings of the preferred alternative including:
  - Cover Sheet
  - Plan & Profile drawings of pipeline crossings showing existing grade of channel and pipeline, proposed grade of remediated cover. Provide impact quantities table including areas and volumes of fill, excavation, concrete, or other materials within the channel.
  - Typical cross-sections of proposed cover remediation as necessary to show the design intent.
  - Preliminary specifications and/or details showing proposed materials to be used in cover remediation.
- Prepare 30% Design Development Plans showing proposed construction staging and sequencing of project. Include staging areas, equipment access areas, cofferdams, dewatering of the channel, and other information relevant to sequencing of the work.
- Prepare preliminary construction cost estimate for project.
- Prepare Preliminary Design Report including the following content:
  - Comparison of proposed alternatives and narrative of basis for selection of preferred alternative.
  - Preliminary construction drawings and cost estimate.
  - Preliminary construction staging / sequencing drawings.
  - Drawings highlighting environmentally sensitive areas, as applicable.
  - Narrative of unique constraints and challenges for project.
  - Description of proposed permitting requirements and estimated timelines.
  - Additional drawings and/or narrative as necessary to describe design methodology, and convey design intent.
- Consultant shall perform a technical peer review of the Preliminary Design Report, 30% Plans, and associated calculations and reports. Comments resulting from this review shall be incorporated into the final Preliminary Design Report.
- Conduct and attend one (1) workshop with City staff, project team, and other project stakeholders prior to finalization of Preliminary Design Report.
- Upon completion of workshop, Consultant shall update the Preliminary Design Report as necessary to incorporate any comments. A complete draft of the Preliminary Design Report shall then be submitted to City staff for review. Consultant shall then update the report to address review

comments and then submit the final draft of the Preliminary Design Report to the City.

**Task 2.10 Plans, Specifications, and Estimates (PS&E)**

Contractor shall prepare improvement plans, specifications, and estimates per City of Stockton standards for the proposed cover remediation of the 36 in pipeline, and potentially the 60 in pipeline, crossing the San Joaquin River, taking into consideration the proposed new 60-inch outfall structure. The PS&E shall be based on the design presented in the Preliminary Design Report, and agreed to by Client.

PS&E shall be submitted to the City for review at the 60% and 100% completion milestones. (Note: It is intended to prepare and submit 30% PS&E as part of the Preliminary Design Report task.) Upon receipt of comments from the 100% PS&E, Consultant shall prepare and update the Final PS&E to address all comments. All submittals shall be made via electronic transfer using PDF's except the Final PS&E, which shall be submitted in both electronic and hardcopy format.

It is understood that Consultant shall prepare technical specifications, while the City shall be responsible to prepare "front-end" specification Divisions 0 and 1 for incorporation into a bid book.

Final Plans and Specifications shall be sealed and signed by the California-licensed Civil Engineer in responsible charge of the engineering services. Consultant's work shall include, but not be limited to the following:

- Prepare civil improvement plans including:
  - Cover Sheet: Sheet Index; Vicinity Map; Project Plan View; Survey Benchmarks; Utility companies' contact information; agency approval signature blocks (as required)
  - General Notes Sheet(s): General project notes for the contractor; City of Stockton standard notes; General compliance notes for National Pollutant Discharge Elimination System (NPDES), San Joaquin Valley Air Pollution Control District (SJVAPCD), other regulatory requirements as applicable
  - Construction Details Sheets: Typical construction details for project-specific features; details for revetment system(s); typical cross-sections.
  - Topography and Demolition Sheet(s): Topographic map of existing conditions; removal of existing features (as applicable); areas of disturbance; instructions to contractor regarding any existing materials or equipment to be returned to City or to be salvaged for reuse; survey benchmarks; include environmentally sensitive areas, as applicable.
  - Plan and Profile Sheet(s)

- Plan view showing dimensions and extents of proposed cover remediation improvements; spot grades and slopes at match lines and other areas as necessary to construct crossing; existing features in the vicinity of the work; sheet-specific notes and instructions to the; general information and references to plan details.
- Profile view showing existing grade of pipeline and grade over pipeline; stations of proposed improvement and existing channel features; proposed grades and slopes of remediated cover over pipeline; ordinary low and/or high water levels as required for project permitting.
- Summary table of impacts to waterway as necessary for permitting, such as area/volume of fills, excavations, materials placed, and/or disturbances.
- Construction Staging and Sequencing Sheet(s): Conceptual plan showing staged dewatering of channel for proposed construction; conceptual location of temporary cofferdam arrangement; potential locations for equipment staging; proposed equipment access routes.
- Erosion and Sediment Control Plan Sheet: Specification and location of storm water Best Management Practices (BMPs) for construction activities in accordance with NPDES as implemented through California storm water regulations, City of Stockton Municipal Separate Storm water Sewer System (MS4) permit requirements, and California Stormwater Quality Association (CASQA) guidelines. Locations of construction entrances, material storage areas, construction materials washdown areas, portable restrooms, stockpiles, equipment storage areas, and refueling areas shall be determined in consultation with City staff.
- Erosion and Sediment Control Construction Details Sheet: Construction details for BMPs identified in Erosion and Sediment Control Plan
- Prepare Engineer's Opinion of Probable Construction Costs ("Engineer's Estimate"): The Engineer's Estimate shall include detailed quantities of the various items of work, along with estimated unit costs, and total costs. Unit costs shall be based on bid results from similar projects, Caltrans cost data, and the engineer's judgement.
- Prepare Technical Specifications: Technical Specifications describing work requirements shall be prepared in Construction Specifications Institute (CSI) format. Specifications shall include references to industry specifications, and requirements for materials, construction, inspection, and payment.
- Subconsultants shall perform an additional technical peer review of the Plans and Specifications, and associated calculations and reports prior to finalization of the 90% submittal. Comments resulting from this review shall be incorporated into the final Plans and Specifications.



### **Task 2.11 Engineering Support During Bidding and Construction**

Consultant shall provide civil engineering services in support of the project during bidding and construction activities which are not specifically included in other task items. Examples of this work may include, but not be limited to the following:

- Prepare PS&E addenda.
- Prepare and update conformed PS&E to incorporate any addenda issued during bidding or construction.
- Review of up to five (5) submittals, including a single resubmittal each.
- Respond to up to five (5) Requests for Information (RFI's).
- Attendance of up to four (4) construction meetings. Meetings are assumed to be held onsite, with an average duration of 1 hour.
- Coordination with consultants, contractors and other parties involved with the project, as directed by City.
- Preparation of record drawings upon completion of construction noting changes from approved plans.

### **Task 2.12 Environmental Construction Phase Services**

Consultant shall provide construction phase services required for compliance with the agency permits for the project. Work under this task shall include, but not be limited to the following:

#### ***A. Final Project Plans, and Construction Documents Review:***

Under this task Consultant shall review the final design plans and draft construction bid sets to ensure incorporation of permit conditions and compliance. Correspondence on findings shall be via email or virtual meetings. No formal memorandum or write-up is included. Up to 30 hours of design and construction document review and coordination time is included in this task.

***B. As-Needed Client and Agency Coordination:*** Under this task, Consultant shall conduct typical agency notifications and coordination such as RWQCB commencement of construction and completion notices. This task also includes coordination with the Client and City, scheduling, coordination with the construction contractor, invoicing, and other project management tasks. Time is included to submit biologist resumes for approval by CDFW. Consultant assumes approval shall be required for biologists conducting survey and monitoring tasks. One site visit is included in this task for a post-construction site walk and photo point documentation if a biological monitor is not present on the final day of construction. In addition to the site visit and agency notifications, this task assumes up to 40 additional hours of project management and communications may be needed. Post-construction reports and as-built reports shall be completed under Task 12-C. The following assumptions apply to this task:

- Construction will be completed within one (1) season.
- Notifications are limited to brief emails to agencies.
- Coordination for approval of qualified biologists is limited to 5 hours.

**C. Post-construction Reports:** Following completion of construction, an as-built report including the pre- and post- photo documentation shall be prepared in accordance with Corps. RWQCB, and CDFW permit conditions. This task shall require coordination with the Project construction contractor and/or engineer for the 100% plan set with mark-up on changes during construction. It is assumed that separate notices of completion shall be required for RWQCB, Corps, and CDFW, and Consultant shall prepare three separate reports. Consultant shall coordinate and submit these notices and as-built reports prior to deadlines identified in the permits. One draft shall be submitted to the City for review prior to submittal to the agencies.

### **Task 2.13 Post-Construction Verification Survey**

Consultant shall perform a post-construction bathymetric survey over the existing 36-inch and 60-inch pipe crossings of the San Joaquin River. Work under this task shall include, but not be limited to the following:

- Perform bathymetric survey of river channel bottom and side slopes from top-of-bank to top-of-bank.
- Prepare plan and profile drawings showing grade of top of existing pipelines, surveyed finish grade over pipelines, water level and top of bank.
- Prepare summary report describing survey methodology, plan & profile drawings, typical river cross-section and certification the repairs meet or exceed the required minimum 5 feet of cover over the pipeline. Report shall be signed and sealed by a Civil Engineer licensed in the State of California.

### **Task 2.14 Additional Owner Directed Services**

Consultant shall provide additional engineering support for the project which is not already included in other task items, as directed by the City of Stockton.

Examples of work under this task could include the following:

- Attend and coordinate additional meetings
- Prepare additional cost estimates
- Prepare additional exhibits
- Provide additional engineering assistance and/or coordination in support of the project

### **Task 2.15 Optional CEQA and Permitting Tasks**

This task includes optional CEQA and Permitting services performed by the Consultant that may be required as a result of unforeseen permit conditions, additional information discovered during the design process, or other factors.

Task description and cost may require updating based on final permit conditions.

**Consultant shall not proceed with work under these tasks unless duly authorized by the City.** Work under this task includes the following:

**A. CEQA Initial Study/Mitigated Negative Declaration (Optional):** If it is determined that the Project is ineligible for either a Class 1 or Class 2 Categorical Exemption from CEQA due to unusual circumstances that result in a reasonable possibility that the Project could have a significant environmental effect, Consultant shall prepare an Administrative Draft Initial Study/Mitigated Negative Declaration (IS/MND) for the proposed Project utilizing the Appendix G Thresholds of Significance from the current version of the State CEQA Guidelines. The IS/MND shall evaluate the proposed Project's potentially significant impacts as the Project relates to the environmental topics in the CEQA Guidelines Appendix G Initial Study Checklist. Existing reports already prepared for the Project Area shall be used to the maximum extent feasible, such as the BRTR (Task 2.7-A) and cultural resources report (Task 2.8-B).

Consultant shall submit the Administrative Draft IS/MND to the City for review. It is assumed that the comments from the City will be consolidated into one set, which will aid the team in completing the documents in the most timely and efficient manner. Consultant shall prepare one copy of a Screencheck Draft IS/MND that the City can review to confirm that all comments have been addressed.

Upon approval of the Screencheck Draft IS/MND, Consultant shall prepare a Draft IS/MND and submit it to the City. Consultant shall produce and circulate the Notice of Intent (NOI), as well as any other CEQA noticing requirements, including the Notice of Completion (NOC) and project summary form to the State Clearinghouse CEQANet Portal. It is assumed that the City shall be responsible for helping prepare the mailing list and pay for any notices in the local newspaper. The City's signature shall also be required for applicable CEQA noticing requirements.

Following completion of the 30-day public review period, Consultant shall respond to any agency and public comments that were submitted during the IS/MND public review period. The extent of work necessary to complete the Final IS/MND is contingent upon the number and nature of public comments received after the IS/MND is circulated. For the purposes of this proposal, Consultant shall assume it will require up to 16 hours to respond to any comments on the IS/MND. As a part of this task, Consultant shall also prepare the Mitigation Monitoring and Reporting Program (MMRP) for the Project. Consultant shall prepare a Final IS/MND including the Response to Comments, MMRP, and Appendices. Consultant shall be responsible for the preparation and filing of the Notification of Determination (NOD) with the County Clerk within five (5)

days of project approval whereas the City shall be responsible for payment of all required filing and CDFW CEQA review fees.

## **2.16 Optional Construction Compliance Services**

This task includes optional construction phase services performed by the Consultant that may be required as a result of additional permit conditions, additional information discovered during the design process, or other factors. Task description and cost may require updating based on final permit conditions. **Consultant shall not proceed with work under these tasks unless duly authorized by the City.** Work under this task includes the following:

### **A. Preconstruction Surveys and Photo Point Establishment**

**(Optional):** It is assumed that a pre-construction survey will be required for giant garter snake and western pond turtle within 24 hours prior to the start of initial ground disturbance. In addition, if project activities are initiated within the nesting season (typically described as February 15 – August 31), a preconstruction survey for nesting birds including Swainson’s hawk will be required within 7-14 days prior to the start of initial ground disturbance. Consultant shall assume up to two (2) site visits by a qualified biologist to conduct these surveys in compliance with Project permits and standard best management practices. If the Project is initiated outside of the nesting season, that survey shall not be conducted. During one of the pre-construction surveys, Consultant shall establish photo points to document pre- and post- construction conditions as is typically required by RWQCB Certifications.

One letter report describing the methods and results of the surveys shall be prepared and submitted to the City to document compliance and any agencies as required by final permit conditions. If giant garter snake, western pond turtle, or an active bird nest are detected, Consultant shall implement the conservation measures as described in the final permits which may include work exclusion zones. This task may be modified depending on final permit conditions.

The following assumptions apply to this task:

- No more than two pre-construction surveys are required.

**B. WEAP Training Session for Personnel (Optional):** A standard measure in most permits is a Worker Environmental Awareness Program (WEAP) for construction personnel. Consultant shall develop a WEAP that includes a discussion of the biology and general behavior of any sensitive species that may be in the area, how they may be encountered within the work area, and procedures to follow when they are encountered. Translation into any other language will be provided by a member of the crew. This task will require one (1) site visit to provide the WEAP in person to construction personnel no later than the first morning prior to the start of work. It is assumed that a biological monitor will be required to be on site

with initial ground disturbance, and the biological monitor will conduct the WEAP. No separate site visit is included in this task.

The following assumptions apply to this task:

- No separate site visit is needed to conduct the WEAP.
- No additional languages other than English are required for the WEAP.

**C. Biological Monitoring (Daily Rate) (Optional):** A qualified biologist shall be on site to monitor compliance with permit conditions. Consultant shall assume conditions that shall require full day monitoring by a qualified biologist and monitoring may include needing to measure water quality and turbidity. The qualified biologist shall conduct the daily inspections at the beginning of each workday and stay until work is completed or as otherwise described in permits. This proposal assumes the work window will be from June 1 to October 15, and provide approximately 75 working days, if restricted to weekdays.

The following assumptions apply to this task:

- Biologists will be required to be on-site for no more than 9 hours per day.
- Water quality monitoring will be limited to standard turbidity monitoring such as with a Hanna instrument or visual observations.
- No in-progress agency reporting is included.
- A daily rate is provided in this proposal, and no more than 75 days is anticipated for monitoring.

**D. Archaeological Worker Training and 1 Resource Documentation (Optional):** Based on previous project permits, it is assumed no daily monitoring by a qualified archaeological or Native American monitor will be required. However, a worker training session will be required, and an inspection will be required if a cultural resource is observed during construction. Consultant shall provide these services. Consultant shall provide a qualified archaeological monitor to prepare and present one worker training to construction crews, and a daily rate is provided for any cultural resource detections. Each workday shall have a minimum of a 4-hour charge, and there is also a 4-hour minimum charge (a show up charge) if work is cancelled for the day without prior notification. Should unanticipated finds be made during construction activities, evaluation of their significance may be required for CEQA compliance. Consultant shall temporarily halt work within the required distance of the discovery, conduct a site visit, and coordinate with the project team.

Consultant shall prepare draft and final letter reports to document the resource find, and this task assumes minimal reporting work will be required. No more than 12 hours of follow-up reporting time is included.

Dependent on the resource and agency filing needed, additional work may be required beyond the 12 hours, and a change order may be required. Revisions to the draft, based upon one round of comments, shall be provided within ten days of receipt of such comments.

The following assumptions apply to this task:

No daily monitoring is required.

One worker training session shall be provided.

Only one (1) cultural resource shall be detected and require follow-up and reporting. The follow-up and reporting work shall require no more than 12 hours.

### **3. Major Deliverables**

#### **Task: 2.1 Project Initiation**

The deliverables for this portion of the work program shall be:

- Copies of meeting agenda & minutes, other meeting materials.
- Preliminary project schedule

#### **Task: 2.2 Project Meetings**

The deliverables for this portion of the work program shall be:

- Copies of meeting agenda & minutes, other meeting materials.

#### **Task: 2.3 Pre-Design Hydrographic Survey**

The deliverables for this portion of the work program shall be:

- Pre-design Hydrographic Survey. Plan and profile drawings of existing pipeline and existing channel bottom shall be incorporated into drawings prepared with Preliminary Design Report. Hydrographic survey data shall be integrated with above water field topographic survey to create a combined survey base drawing.

#### **Task: 2.4 Field Topographic Survey**

The deliverables for this portion of the work program shall be:

- Boundary and topographic survey in AutoCAD format and incorporated into design drawings

#### **Task 2.5 Geotechnical Investigation**

The deliverables for this portion of the work program shall be:

- Project Geotechnical Report (PDF)

#### **Task 2.6 Hydraulic Modeling**

The deliverables for this portion of the work program shall be:

- Hydraulic Analysis Technical Memorandum (PDF, hardcopy)
- Model Run Data Files

#### **Task 2.7 Preliminary Project Reports**

The deliverables for this portion of the work program shall be:

- Biological Resources Technical Report
- Summary of review of State Lands Commission Lease
- Pre-application meeting agenda / minutes
- Project Description

### **Task 2.8 CEQA Documentation and Regulatory Agency Applications**

The deliverables for this portion of the work program shall be:

- Cultural Resources Report
- CEQA Documentation
- Resource Agency Coordination and Permits:
  - State Lands Commission
  - Central Valley Flood Protection Board (CVFPB)
  - U.S. Army Corps of Engineers (Corps) Rivers and Harbors Act (RHA) Section 408
  - Corps RHA Section 10 and Clean Water Act (CWA) Section 404
  - Regional Water Quality Control Board (RWQCB) CWA Section 401
  - Endangered Species Act (ESA) and Essential Fish Habitat (EFH) Consultations
  - California Department of Fish and Wildlife (CDFW) Streambed Alteration Agreement Notification
  - Reclamation District 404 Encroachment

### **Task 2.9 Preliminary Design Report**

The deliverables for this portion of the work program shall be:

- 30% Design Development Plans (PDF)
- Preliminary Design Report -up to three (3) bound hardcopies and PDF. Report shall be submitted as a progress draft prior to, or concurrent with, workshop; completed draft upon completion of workshop; and final draft upon receipt of comments from City on completed draft.
- Copies of correspondence, meeting agendas, meeting minutes.

### **Task 2.10 Plans, Specifications, and Estimates (PS&E)**

The deliverables for this portion of the work program shall be:

- Improvement Plans -60%, 90%, 100%, and Final (PDF w/Final Plans provided in mylar hardcopy)
- Engineer's Opinion of Probable Construction Costs -60%, 90%, 100%, and Final (PDF, MS Excel)
- Technical Specifications -60%, 90%, 100%, and Final (PDF, MS Word)

### **Task 2.11 Engineering Support During Bidding and Construction**

The deliverables for this portion of the work program shall be:

- Copies of all documents prepared: addenda, RFI's responses, submittal responses, correspondences (PDF)
- Record Drawings (PDF, Mylar hardcopy)

**Task 2.12 Environmental Construction Phase Services**

The deliverables for this portion of the work program shall be:

- Copies of all documents prepared: (PDF)
- Post-construction Reports (PDF)

**Task 2.13 Post-Construction Verification Survey**

The deliverables for this portion of the work program shall be:

- Post-Construction Verification Survey Report (PDF)

**Task 2.14 Additional Owner Directed Services**

The deliverables for this portion of the work program shall be:

- Meeting Notices, Agendas and/or Minutes (PDF)
- Copies of applicable correspondence (PDF)
- Copies of exhibits (PDF)
- Copies of estimates (PDF)

**Task 2.15 Optional CEQA and Permitting Tasks**

If these services are required, the deliverables for this portion of the work program include:

- IS / MND

**4. General Limitations & Conditions**

In addition to any limitations and conditions noted in the other parts of this Contract, the following limitations and conditions apply to this work.

**4.1** Consultant cannot guarantee that any Approving Authority will approve any portion of this project. Payment of Consultant fees is not contingent on receipt of approvals or the length of time required for the Approving Authority to grant approvals.

**4.2** This Contract assumes that cover remediation will be accomplished by placement of engineered rip-rap / soil fill, manufactured concrete revetment, or similar revetment mattress. If the preferred design alternative is substantially different than one of these methods, Consultant shall negotiate a revised scope and fee with the City for additional services, if applicable. Examples of such instances include reconstruction / installation of new pipelines, pump stations, structure modification, modification of treatment plant improvements, or extensive concrete lining of the channel.

**4.3** The fee for Plans, Specifications, and Estimates (PS&E) described in Section 2.10 includes preparation of PS&E based on a design concept presented in the Preliminary Design Report, or as otherwise directed by the City. The fee also includes an anticipated amount of revision and refinement to the PS&E due to the normal plan review process as it advances through the preparation of 60%, 90%, 100% and Final PS&E. However, substantial revisions to the PS&E or major design changes due to comments received by regulatory agencies during



the permitting process are not included in the scope of services. Consultant shall review comments received by regulatory agencies and shall advise the City in advance if said comments are expected to result in substantial design changes that are outside the scope of services. In such instances, the Consultant shall negotiate a revised scope and fee with the City for additional services, if applicable.

**4.4** In providing opinions of probable cost, it is recognized that neither the City nor Consultant has control over the costs of labor, equipment, or materials, or over the Contractor's methods of determining prices or bidding. Opinions of probable cost are based on Consultant's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the Contractor's bids or the negotiated price of the Work will not vary from the Cities budget or from any opinion of probable cost prepared by the Consultant.

**4.5** This Contract includes the following additional assumptions, limitations, and conditions to environmental analyses and regulatory agency permitting work for the project performed by the Consultant:

**4.5.1** Any biological survey, assessment, or other reconnaissance is dependent on current conditions, and the data obtained may not be accurate or applicable in subsequent years.

**4.5.2** The Project shall need to establish a Project Area boundary to provide agencies with the application materials described herein. Consultant shall prepare a Project Area boundary in coordination with the City. The Project Area shall represent the entire area where the proposed Project would be implemented, including any access or staging routes. Should the City need to revise the Project Area boundary after the boundary is finalized, the Consultant may require additional budget to update application materials with the revised Project Area boundary.

**4.5.3** A final Project Description shall be completed prior to initiation of CEQA documentation and Regulatory Agency Applications to allow the Consultant to assess the proposed Project's impacts to potentially jurisdictional areas. Should the Project Description be adjusted after initiation of tasks and analysis of impacts, additional work may be necessary on work products and necessitate additional funds.

**4.5.4** No sediment testing or analyses are required for the regulatory permit application approvals.

**4.5.5** The Project will qualify as categorically exempt under the National Environmental Policy Act (NEPA), and no NEPA process or documentation shall be required.

**4.5.6** The Project is part of routine maintenance and operation of a local public agency and will not have a significant impact on the Delta Plan's co-equal goals; therefore, it does not qualify as a Covered Action under the Delta Plan. No approvals are required by the Delta Stewardship Council.

**4.5.7** Consultant cannot guarantee schedules or costs for actions taken by regulatory and other third-party entities.

**4.5.8** Revisions of regulatory processes, such as future revisions in CWA 404 or 401 regulations, may result in additional work. Should this be determined necessary, Consultant shall coordinate early with the Project team and request a change order for approval prior to conducting any additional work.

**4.6** This Contract includes the following additional assumptions, limitations, and conditions to geotechnical work for the project performed:

**4.6.1** The site, and all exploration locations, are accessible with Consultant's truck- or track-mounted equipment and support vehicles. It is anticipated that all exploration locations will be beyond the toe of the levee and the no locations will be within the levee prism.

**4.6.2** Consultant shall be granted access to the site by the City. Fees do not include time to negotiate and coordinate access with landowners or tenants. The consultant shall conduct field surveys during normal business hours, Monday through Friday, 6:00 am to 5:00 pm. If explorations must take place over a weekend or at night, the fee is subject to adjustment.

**4.6.3** Private utilities should be marked by Client prior to commencement of field exploration. Consultant shall not be held responsible for damage to private utilities not disclosed. Please note that all geophysical locating methods have limitations that may not allow for the detection of certain utilities and other subsurface features. These limitations may be related to targets being deeper or smaller than specific instrument detection capabilities; targets not having a sufficient contrast with the surrounding materials such as non-metallic lines; or nearby objects or structures that impede survey access and/or cause instrumental interference that masks the detection of a subsurface target of interest. Due to these limitations, it is possible that not all subsurface utilities and other features may be located or characterized. The use of a private utility locate service would not relieve the landowner/client of their responsibilities in identifying private underground utilities. Consultant shall not be responsible for underground utilities (public or private) incorrectly marked or not marked by others.

**4.6.4** Fee for geotechnical services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape.

**4.7** Examples of items that are specifically excluded from this proposal include, but are not limited to:

- Aerial Survey and/or Photography
- ALTA Survey
- Bid Administration
- Construction Administration/Inspection/Management
- Construction Staking
- Construction Traffic Routing Plan
- Contaminated Soil Mitigation
- Dust Control Plan Application/Exhibit
- Engineering Services for Utility Companies Regarding Overhead Power Lines, Underground Cables, or Off-Site Services
- Geotechnical Inspection or Testing during construction
- Legal Descriptions
- Parcel Map
- Record of Survey
- Reimbursement Agreements
- Right-of-Way or Easement Acquisition
- Title Reports
- Any Other Services Not Specifically Described in This Proposal.

## **5. Notices**

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

**Contractor:** VVH Consulting Engineers  
Attn: Michael Hayes, PE  
430 Tenth Street  
Modesto, CA 95354

**City:** City of Stockton  
 Attn: City Manager  
 425 N. El Dorado Street  
 Stockton, CA 95202

## **6. Key Personnel**

Rob Christensen, PE, LS  
 Associate Partner  
 (209) 568-4477  
 rchristensen@vvhce.com

Patricia Valcarcel, CWB  
 Regulatory Program Director  
 WRA, Inc.  
 (415) 524-7542  
 valcarcel@wra-ca.com

7. **Option to Renew.**

The term of the Agreement may be extended up to 2 years by a written amendment executed by both parties. However, the total term of the Agreement including the extended term shall not exceed 5 years.

**EXHIBIT B**  
**INSURANCE**  
**Insurance Requirements**  
 (Depth of Cover 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 **\$2,000,000** 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. **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 the Consultant 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. General liability 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 if not available, through 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 04 13 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. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. 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. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

### ***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.

### ***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 investigations, claim administration, and defense 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. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

#### ***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 **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages 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. 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.

***Subcontractors***

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

***Duration of Coverage***

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***

***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  
400 E Main Street, 3<sup>rd</sup> Floor – HR  
Stockton, CA 95202



**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 invoice, and if acceptable make payment on approved invoice.

3.2 Upon completion of work and acceptance by City, Contractor shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by 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. Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than 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 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, City will not be responsible to pay 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 City. Contractor by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of 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 City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to 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 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 be bound by its terms. Contractor is responsible to 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 Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's 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 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 herein required 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 investment 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.

21. **Waiver.** In the event either City or Contractor at any time waive 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 venue 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." (42 USC Section 2000d). <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. Heading Not Controlling.** Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

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

31.1 This Agreement represents the entire integrated agreement between Contractor and the City; 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.

**32. 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.

**33. 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 \$872,360.00 (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 in accordance with the City’s travel policy, which is incorporated herein by reference. Reimbursement shall be made at actual costs with no markup added to the actual cost.

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 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 N/A %.

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

<b>Task</b>	<b>Description</b>	<b>Task Price</b>
2.1	Project Initiation	\$1,740
2.2	Project Meetings	\$48,039
2.3	Pre-Design Hydrographic Survey	\$34,500
2.4	Field Topographic Survey	\$27,440
2.5	Geotechnical Investigation	\$56,638
2.6	Hydraulic Modeling	\$26,979
2.7	Preliminary Project Reports	\$29,920
2.8	CEQA Documentation & Regulatory Agency Application	\$108,882
2.9	Preliminary Design Report	\$89,650
2.10	Plans Specifications and Estimates (PS&E)	\$123,650
2.11	Engineering Support During Bidding & Construction	\$55,600
2.12	Environmental Construction Phase Services	\$33,246
2.13	Post-Construction Verification Survey	\$25,405
2.14	Additional Owner Directed Services	\$9,680
2.15	Optional CEQA & Permitting Tasks	\$32,536
2.16	Optional Construction Compliance Services	\$168,455
	<b>TOTAL PRICE</b>	<b>\$872,360</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**



## 2023 FEE SCHEDULE

Effective January 1, 2023

Title / Position	Hourly Billing Rate
Principal	\$215.00
Senior Project Manager	\$185.00
Project Manager	\$165.00
Senior Civil Engineer	\$215.00
Civil Engineer	\$190.00
Senior Land Surveyor	\$190.00
Land Surveyor	\$165.00
Senior Designer	\$155.00
Designer	\$145.00
Drafter	\$110.00
Administrative / Clerical	\$125.00
1-Person Survey Crew	\$175.00
2-Person Survey Crew	\$250.00
3-Person Survey Crew	\$325.00
Investigative / Expert Witness*	\$450.00
Professional Consultation*	\$405.00

Expense Item	Billing Rate
Additional Bond Plot, Black & White	\$0.30 / sf
Additional Bond Plot, Color	\$0.50 / sf
Additional Vellum Plot, Black & White	\$1.00 / sf
Additional Mylar® Plot, Black & White	\$5.00 / sf
U.S. Mail Transmittal	No Fee
FedEx, UPS, or Other Courier Transmittal	Cost + 15%
Vehicle Mileage (excludes survey crews)	Current IRS Standard Rate + 15%

\* Fees for investigative services, expert witness, and professional consultation are generally not applicable to projects involving the preparation of plans or specifications for construction projects.

Proposal for Professional Services for the Depth of Cover Remediation for the 36-Inch Diameter Pipeline Crossing the San Joaquin River  
 Level of Effort Summary  
 Revised September 27, 2023

		VVHCE Staff							Subconsultants								
Employee Classification	CAD / Draftsperson	Designer	Sr. Designer	Engineer / Surveyor / PM	Sr. Surveyor / Sr. PM	Associate / Sr. Civil	1 Person Crew	2 Person Crew	WRA (see note 1)	Terracon	Domenichelli	Petralogix	VVHCE Markup 15%	Totals			
Hourly Rate	\$110.00	\$145.00	\$155.00	\$165.00	\$190.00	\$215.00	\$175.00	\$250.00									
Task																	
2.1	Project Initiation	8				4								\$ 1,740			
2.2	Project Meetings	40		8		80			\$16,912	\$5,000			\$3,287	\$ 48,039			
2.3	Pre-Design Hydrographic Survey											\$30,000	\$4,500	\$ 34,500			
2.4	Field Topographic Survey			60		12	4	60					\$0	\$ 27,440			
2.5	Geotechnical Investigation - Terracon									\$49,250			\$7,388	\$ 56,638			
2.6	Hydraulic Modeling-Domenichelli										\$23,460		\$3,519	\$ 26,979			
2.7	Preliminary Project Reports- WRA																
2.7-A	Site Assessment and Biological Resources Technical Report								\$16,454				\$2,469	\$ 18,923			
2.7-B	Pre-Application Meeting								\$3,724				\$559	\$ 4,283			
2.7-C	Project Description Development and Coordination								\$5,838				\$876	\$ 6,714			
2.8	CEQA Documentation & Regulatory Agency Applications - WRA																
2.8-A	CEQA Categorical Exemption Documentation								\$5,634				\$846	\$ 6,480			
2.8-B	Cultural Resources Report								\$11,100				\$1,665	\$ 12,765			
2.8-C	CVFPB Encroachment Permit and RHA Sect. 408 Applications								\$8,444				\$1,267	\$ 9,711			
2.8-D	Corps RHA Section 10/CWA Sect. 404 Permit Application								\$8,646				\$1,297	\$ 9,943			



Proposal for Professional Services for the Depth of Cover Remediation for the 36-Inch Diameter Pipeline Crossing the San Joaquin River  
 Level of Effort Summary  
 Revised September 27, 2023

		VVHCE Staff							Subconsultants						
Employee Classification	CAD /	Designer	Sr. Designer	Engineer /	Sr. Surveyor / Sr.	Associate / Sr.	1 Person Crew	2 Person Crew		WRA	Terracon	Domenichelli	Petralogix	VVHCE Markup	Totals
Hourly Rate	Draftsperson	\$145.00	\$155.00	Surveyor / PM	PM	Civil	\$175.00	\$250.00		(see note 1)				15%	
Task	\$110.00			\$165.00	\$190.00	\$215.00									
2.8-E	RWQCB CWA Sect. 401 Permit Application													\$1,747	\$ 13,393
2.8-F	Endangered Species Act and EFH Consultation Biological Assessment													\$1,252	\$ 9,596
2.8-G	CDFW Streambed Alteration Agreement Notification													\$1,475	\$ 11,305
2.8-H	State Lands Commission Notification & Coord.													\$1,332	\$ 10,206
2.8-I	Reclamation District 404 Encroachment Permit													\$667	\$ 5,111
2.8-J	Regulatory Agency Communications													\$2,658	\$ 20,372
2.9	Preliminary Design Report	120		160										\$2,250	\$ 89,650
2.10	Plans Specifications and Estimate (PS&E)	160		240										\$2,250	\$ 123,650
2.11	Engineering Support During Bidding and Construction	80		80										\$0	\$ 55,600
2.12	Environmental Construction Phase Services - WRA														
2.12-A	Final Plans & Construction Doc. Review													\$535	\$ 4,097
2.12-B	As-Need Client & Agency Coordination													\$1,818	\$ 13,936
2.12-C	Post-construction Reports													\$1,985	\$ 15,213
2.13	Post-Construction Verification Survey	8				2	8						\$19,500	\$2,925	\$ 25,405





Proposal for Professional Services for the Depth of Cover Remediation for the 36-Inch Diameter Pipeline Crossing the San Joaquin River  
 Level of Effort Summary  
 Revised September 27, 2023

		VVHCE Staff							Subconsultants						
Employee Classification	CAD / Draftsperson	Designer	Sr. Designer	Engineer / Surveyor / PM	Sr. Surveyor / Sr. PM	Associate / Sr. Civil	1 Person Crew	2 Person Crew	WRA	Terracon	Domenichelli	Petralogix	VVHCE Markup	Totals	
Hourly Rate	\$110.00	\$145.00	\$155.00	\$165.00	\$190.00	\$215.00	\$175.00	\$250.00	(see note 1)				15%		
Task															
2.14	Additional Owner Directed Services	16		16			16		8				\$0	\$ 9,680	
2.15	Optional CEQA and Permitting Tasks - WRA														
2.15-A	CEQA IS/MND (Optional)									\$28,292			\$4,244	\$ 32,536	
2.16	Optional Construction Compliance Services - WRA														
2.16-A	Precon. Surveys and Photo Point Est. (Optional)									\$4,723			\$709	\$ 5,432	
2.16-B	WEAP Training Session for Personnel (Optional)									\$1,759			\$264	\$ 2,023	
2.16-C	Biological and Water Quality Monitoring (Optional)									\$135,000	Assumes 9 hrs/day x 75 days at \$1,800/day		\$20,250	\$ 155,250	
2.16-D	Archeological Worker Training and 1 Resource Find (Optional)									\$5,000			\$750	\$ 5,750	
<b>Total, All Tasks:</b>		<b>432</b>		<b>564</b>		<b>14</b>	<b>672</b>		<b>68</b>	<b>\$ 341,286</b>	<b>\$ 84,250</b>	<b>\$ 23,460</b>	<b>\$ 49,500</b>	<b>\$ 74,784</b>	<b>\$ 872,360</b>

Notes:

1. Refer to separate Level of Effort Summary for WRA hours and bill rates





Project Name:	Stockton Pipeline Remediation Project
Project Number:	330314
Date:	9/18/2023

Task #	Task Description	Personnel Hours by Task*												Daily Rate	WRA Cost by Task	WRA Direct Expenses	Sub-Contractor	Total Cost
		Patricia Valcarlos Director	Erik Schmidt Associate Permitting Specialist	Nick Britton Associate Fisheries Biologist	Geoff Reilly Senior Environmental Planner	Scientist (staff TBD)	Technician (staff TBD)	GIS Professional II (staff TBD)	Clerical Support (staff TBD)	Olivia Niederer Assistant Environmental Planner	Maria Ishimaru Associate	Senior Field Technician (staff TBD)						
1	Project Management and Team Coordination (10 months)	20	40	5	2	1	138.00	210.00	2	145.00	224.00	184.00	\$ 16,912	\$ -	\$ -	\$ -	\$ 16,912	
<b>Preliminary Project Reports and Coordination</b>																		
2	Site Assessment		1			8	1	1						\$ 2,044	\$ 378	\$ -	\$ -	\$ 2,422
	Biological Resources Technical Report - CEQA level/ESA	4	8	2	2	24	32	4	4					\$ 14,032	\$ -	\$ -	\$ -	\$ 14,032
3	Agency Pre-application Meeting	4	6			6			1					\$ 3,724	\$ -	\$ -	\$ -	\$ 3,724
4	Project Description Development	2	8		2					20				\$ 5,838	\$ -	\$ -	\$ -	\$ 5,838
<b>California Environmental Quality Act Documentation and Regulatory Agency Applications</b>																		
5	CEQA Categorical Exclusion Documentation	2			4			4	2	20				\$ 5,634	\$ -	\$ -	\$ -	\$ 5,634
6	CEQA and Section 106 compliant cultural report (ASM Affiliates)													\$ -	\$ -	\$ 11,100	\$ -	\$ 11,100
7	CVFPB Permit and RHA Section 408	4	16			20								\$ 8,444	\$ -	\$ -	\$ -	\$ 8,444
8	Corps RHA Section 10/CWA Section 404	2	10			8	24	4	2					\$ 8,646	\$ -	\$ -	\$ -	\$ 8,646
9	RWQCB CWA Section 401/WDR	2	16			8	36	4	2					\$ 11,646	\$ -	\$ -	\$ -	\$ 11,646
10	Federal ESA and EFH Consultation	4	8	4		18	4	2	2					\$ 8,344	\$ -	\$ -	\$ -	\$ 8,344
11	CDPW Streambed Alteration Agreement	2	12			20		4	2					\$ 9,830	\$ -	\$ -	\$ -	\$ 9,830
12	State Lands Commission Notifications and Coordination	6	12			24								\$ 8,874	\$ -	\$ -	\$ -	\$ 8,874
13	Reclamation District 404 Encroachment Permit	4	8			8								\$ 4,444	\$ -	\$ -	\$ -	\$ 4,444
14	Regulatory Agency Communications	14	32	4		30								\$ 17,714	\$ -	\$ -	\$ -	\$ 17,714
<b>Optional CEQA and Permitting Tasks</b>																		
15	CEQA IS/MND (admin draft, draft, and final with MMRP)	6			45			6	12	80				\$ 28,292	\$ -	\$ -	\$ -	\$ 28,292
<b>Construction Support</b>																		
16	Final Project Plans and Construction Document Review	6	8											\$ 3,562	\$ -	\$ -	\$ -	\$ 3,562
17	As-Needed Agency and Client Coordination	10	4							16	24			\$ 11,846	\$ 272	\$ -	\$ -	\$ 12,118
18	Post-Construction Reporting	12						4	2	14	30			\$ 13,228	\$ -	\$ -	\$ -	\$ 13,228
<b>Optional Construction Support</b>																		
19	Pre-con surveys (2) and photo points	1						1		4	16			\$ 4,345	\$ 378	\$ -	\$ -	\$ 4,723
20	WEAP	1							1	2	5			\$ 1,759	\$ -	\$ -	\$ -	\$ 1,759
21	Biological and Water Quality Monitoring (Daily Rate 9hrs on-site, 75 days)												\$ 1,800	\$ 135,000	\$ -	\$ -	\$ -	\$ 135,000
22	Archeological - 1 Training and 1 Resource Find													\$ -	\$ -	\$ 5,000	\$ -	\$ 5,000
<b>TOTAL LABOR HOURS</b>																		
		106	189	15	55	185	97	34	32	120	36	75						
<b>TOTAL COST</b>		\$ 31,270	\$ 42,336	\$ 3,360	\$ 15,290	\$ 34,040	\$ 13,386	\$ 7,140	\$ 3,072	\$ 17,400	\$ 8,064	\$ 13,800	\$ 324,158	\$ 1,028	\$ 16,100	\$ 341,286		

4. **Additional Fees.** Should an amendment to the Agreement be issued for additional services that require the following items, the unit prices are as follows:

Title	Unit Price
N/A	\$ N/A

5. **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 of Municipal Utilities  
 Attention: Ana Chiono  
 Ana.Chiono@stocktonca.gov  
 2500 Navy Drive  
 Stockton, CA 95206

## 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	Project Initiation	15 working days
1.1.2	Project Meetings	ongoing
1.1.3	Pre-Design Hydrographic Survey	30 working days
1.1.4	Field Topographic Survey	30 working days
1.1.5	Geotechnical Investigation	60 working days
1.1.6	Hydraulic Modeling	90 working days
1.1.7	a. Site Assessment and Biological Resources Technical Report-	90 working days
	b. Agency Preapplication Meeting	30 working days
	c. Project Description	120 working days
1.1.8	a. CEQA Categorical Exemption	120 working days
	b. Cultural Resources Report	120 working days
	c. CVFPB Encroachment Permit and Rivers and Harbors Act Section 408 Applications (submittal)	120 working days
	d. Corps RHA Section 10 / CWA Section 404 Permit Application (submittal) --	120 working days
	e. RWQCB CWA Section 401 Permit Application (submittal) -	120 working days
	f. Endangered Species Act and EFH Consultation Biological Assessment –	120 working days
	g. CDFW Streambed Alteration Agreement Notification (submittal) -	120 working days
	h. State Lands Commission Notifications and Coordination -	120 working days
	i. Reclamation District 404 Encroachment Permit (submittal) -	160 working days
	j. Regulatory Agency Communications	ongoing
1.1.9	Preliminary Design Report & 30% Design Development Plans -	120 working days
1.1.10	Plans, Specifications & Estimate (See Note 3 below)	
	a. 60% Plans, Specifications & Estimate	280 working days
	b. 90% Plans, Specifications & Estimate	320 working days
	c. 100% Plans, Specifications & Estimate	440 working days

d. Final Plans, Specifications & Estimate	450 working days
1.1.11 Engineering Support During Bidding & Construction – ongoing during bidding & construction	
1.1.12 Environmental Construction Phase Services – ongoing during construction	
1.1.13 Post-construction verification survey – within 30 working days of construction completion	
1.1.14 Additional Owner-Directed Services	as requested
1.1.15 Optional CEQA and Permitting Tasks	as requested
1.1.16 Optional Construction Compliance Services	as requested

**NOTES:**

1. All durations are from the Notice to Proceed.
2. Review periods by permitting agencies are not counted as project working days.
3. The duration of Plans, Specifications, and Estimate (PS&E) shown herein reflects beginning the preparation of the 60% PS&E after a six (6) month period from the completion of the Preliminary Design Report (Task 2.9) and submittal of agency permit applications (Task 2.8). This delay is intended to allow for review and comment by the respective agencies. However, it should be noted that the timing of agency reviews is beyond Consultant's control and may delay commencement and/or completion of tasks.
4. Durations are estimates, only, and are subject to change due to a variety of factors including agency review timing, unforeseen field conditions, unusual or extraordinary requests from permitting agencies, and/or changes in permitting requirements.

**Exhibit G**  
**Special Funding Terms and Conditions**

(Intentionally left blank. Does not apply to this project)