

## ITEM 4.10

### **CITY MANAGER'S REPORT APRIL 8, 2024 CITY COUNCIL REGULAR MEETING**

**ITEM: APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH BKF ENGINEERS FOR THE EAST LATHROP WATER MAIN AND LATERAL UPGRADES CIP PW 24-12**

**RECOMMENDATION: Adopt Resolution Approving a Professional Engineering Services Agreement with BKF Engineers for the East Lathrop Water Main and Lateral Upgrades CIP PW 24-12**

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#### **SUMMARY:**

The East Lathrop Water Main and Lateral Upgrades Capital Improvement Project (CIP) PW 24-12 was created and included in the Fiscal Year (FY) 23-24 budget to upgrade designated portions of the City water system located in an area bounded by Louise Avenue, Bizzibe Street, Cambridge Drive, and "O" Street. Professional engineering services are needed for the design, preparation of the plans and specifications and to provide engineering support services during construction.

Staff requested and received proposals from qualified engineering consultants. BKF Engineers (BKF) was selected as the best-qualified firm based on their previous work history, qualifications, positive references, and overall understanding of the project requirements.

Staff requests that City Council approve an Engineering Professional Services Agreement with BKF in the amount of \$350,921 for engineering consulting services needed to support the East Lathrop Water Main and Lateral Upgrades, CIP PW 24-12.

Sufficient funds have been allocated in the FY 23-24 budget.

#### **BACKGROUND:**

The East Lathrop Water Main and Lateral Upgrades CIP PW 24-12 (Project) was created to upgrade designated portions of the water system located in a residential neighborhood bounded by Louise Avenue, Bizzibe Street, Cambridge Drive, and "O" Street in order to meet current City Standards.

The water mains in the Project area consist of asbestos-cement 6-inch diameter pipes mainly located on private property in the front yards of homes making maintenance of the water mains and service laterals challenging to identify and repair. The Project includes the abandonment and replacement of these mains with new 8-inch PVC pipe located within the public right-of-way and the installation of new meters, valves and hydrants.

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**APRIL 8, 2024, CITY COUNCIL REGULAR MEETING**  
**APPROVE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH BKF**  
**ENGINEERS FOR THE EAST LATHROP WATER MAIN AND LATERAL UPGRADES**  
**CIP PW 24-12**

Staff requested and received proposals from qualified engineering consultants for engineering consulting services needed to support the Project. BKF was selected as the best-qualified firm based on their previous work history, qualifications, positive references, and overall understanding of the Project requirements.

The cost for the agreement with BKF is \$350,921 for engineering consulting services needed to support the Project.

**REASON FOR RECOMMENDATION:**

This Project was created to upgrade designated portions of the City’s water system to meet current City Standards and ensure safe, reliable delivery of water to residents living in the Project area. BKF was selected as the best-qualified firm to provide engineering services to support the Project based on their previous work history, qualifications, positive references, and overall understanding of the Project requirements.

**FISCAL IMPACT:**

Staff requests that City Council approve a Professional Services Agreement with BKF in the amount of \$350,921 for engineering consulting services to support the East Lathrop Water Main and Lateral Upgrades CIP PW 24-12.

Sufficient funds have been approved in the FY 2023-24 budget for CIP PW 24-12.

**ATTACHMENTS:**

- A. Resolution Approving an Engineering Professional Services Agreement with BKF Engineers for the East Lathrop Water Main and Lateral Upgrades, CIP PW 24-12
- B. Engineering Professional Services Agreement with BKF Engineers for the East Lathrop Water Main and Lateral Upgrades CIP PW 24-12

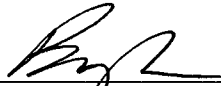
APRIL 8, 2024, CITY COUNCIL REGULAR MEETING

APPROVE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH BKF ENGINEERS FOR THE EAST LATHROP WATER MAIN AND LATERAL UPGRADES CIP PW 24-12

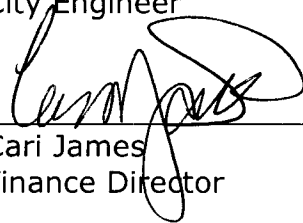
APPROVALS

  
\_\_\_\_\_  
Greg Gibson  
Senior Civil Engineer

03/21/2024  
Date

  
\_\_\_\_\_  
Brad Taylor  
City Engineer

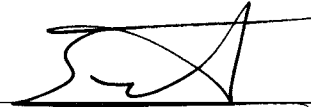
3/26/2024  
Date

  
\_\_\_\_\_  
Cari James  
Finance Director

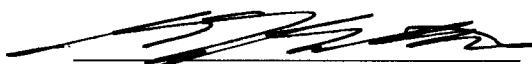
3/26/2024  
Date

  
\_\_\_\_\_  
Michael King  
Assistant City Manager

3.22.2024  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

3.22.2024  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

3-28-24  
Date

**RESOLUTION NO. 24 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH BKF ENGINEERS FOR THE EAST LATHROP WATER MAIN AND LATERAL UPGRADES CIP PW 24-12**

**WHEREAS**, the East Lathrop Water Main and Lateral Upgrades Capital Improvement Project (CIP) PW 24-12 was created to upgrade designated portions of the water system located in a residential neighborhood bounded by Louise Avenue, Bizzibe Street, Cambridge Drive, and "O" Street to meet current City Standards; and

**WHEREAS**, staff requested and received proposals from qualified engineering consultants for engineering consulting services needed to support the East Lathrop Water Main and Lateral Upgrades CIP PW 24-12; and

**WHEREAS**, after reviewing the proposals requested from qualified engineering consultants that specialize in providing these services, BKF Engineers was selected as the best qualified firm to support this project based on their previous work history, qualifications, positive references, and overall understanding of the project requirements; and

**WHEREAS**, staff has negotiated a scope and fee proposal with BKF Engineers for engineering consulting services to support the East Lathrop Water Main and Lateral Upgrades CIP PW 24-12; and

**WHEREAS**, staff requests that City Council approve a Professional Services Agreement with BKF Engineers in the amount of \$350,921 for engineering consulting services to support the East Lathrop Water Main and Lateral Upgrades CIP PW 24-12; and

**WHEREAS**, funds approved in the FY 2023/24 budget for the East Lathrop Water Main and Lateral Upgrades CIP PW 24-12 are sufficient to authorize the agreement.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Lathrop does hereby approve an Engineering Professional Services Agreement with BKF Engineers in the amount of \$350,921 for engineering consulting services to support the East Lathrop Water Main and Lateral Upgrades CIP PW 24-12.

The foregoing resolution was passed and adopted this 8<sup>th</sup> day of April, 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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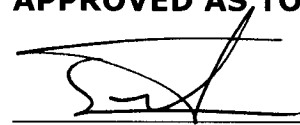
Sonny Dhaliwal, Mayor

**ATTEST:**

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Teresa Vargas, City Clerk

**APPROVED AS TO FORM:**



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Salvador Navarrete, City Attorney

CITY OF LATHROP

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES WITH BKF ENGINEERS**

**TO PROVIDE PROFESSIONAL CONSULTING SERVICES FOR THE EAST LATHROP WATER MAIN AND LATERAL UPGRADES CIP PW 24-12**

**THIS AGREEMENT**, dated for convenience this **April 8, 2024** is by and between **BKF Engineers** ("CONSULTANT") and the **City of Lathrop**, a California municipal corporation ("CITY");

**RECITALS:**

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

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

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

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

**AGREEMENT**

**(1) Scope of Service**

CONSULTANT agrees to perform Professional Consulting Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" and incorporated herein by reference. CONSULTANT represents it is prepared to and can diligently perform these services in accordance with the upmost standards of its profession and to CITY'S satisfaction. The fee proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved of in advance and in writing, by the CITY.

**(2) Compensation**

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$350,921.00** for the Professional Consulting Services set forth in Exhibit "A". CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work. Payment is made based on a time and materials basis.

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**(3) Effective Date and Term**

The effective date of this Agreement is **April 8, 2024**, and it shall terminate no later than **June 30, 2025**.

**(4) Independent Contractor Status**

It is expressly understood and agreed by both parties that CONSULTANT, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the CITY. As an independent contractor, CONSULTANT is responsible for controlling the means and methods to complete the scope of work described in Exhibit "A" to City's satisfaction. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

**(5) Billings**

CONSULTANT shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONSULTANT'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.

**(6) Advice and Status Reporting**

CONSULTANT shall provide the CITY with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to CITY such information as is necessary to enable CITY to monitor the performance of this Agreement.

CONSULTANT shall submit to CITY such reports, diagrams, drawings and other work products developed pursuant to the Scope of Services.

**(7) Auditing**

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the requirement. CONSULTANT further agrees

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to maintain such records for a period of three (3) years after final payment under this agreement.

**(8) Assignment of Personnel**

CONSULTANT acknowledges that the CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The services shall be performed by, or under the direct supervision, of CONSULTANT's Authorized Representative: **Sravan Paladugu, PE, CFM, Associate Principal**, CITY shall be notified by CONSULTANT of any change of its Authorized Representative, and CITY is granted the right of approval of all original, additional, and replacement personnel at CITY's sole discretion, and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONSULTANT to remove a person assigned to the work called for under this Agreement, CONSULTANT agrees to do so immediately, without requiring the City to process a reason or explanation for its request.

**(9) Assignment and Subcontracting**

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

**(10) Insurance**

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

- (a) Workers' Compensation. CONSULTANT shall, at CONSULTANT'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars (\$1,000,000). In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from



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work performed under this Agreement.

- (b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars (\$1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

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

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

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(c) Professional Liability. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than Two Million Dollars (\$2,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:

- (i) Any deductible or self-insured retention shall not exceed \$150,000 per claim.
- (ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
- (iii) The policy must contain a cross liability or severability of interest clause.
- (iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:
  - 1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
  - 2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
  - 3. If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The CITY shall have the right to exercise at the CONSULTANT'S cost, any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage.
  - 4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this Agreement.

(d) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

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- (e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.
- (f) In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
  - (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - (ii) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;
  - (iii) Terminate this Agreement.

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

**(11) Indemnification - CONSULTANT'S Responsibility**

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

Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONSULTANT from such professional responsibility for the work performed.

It is further understood and agreed that CONSULTANT is apprised of the scope of the work to be performed under this Agreement and CONSULTANT agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to CONSULTANT'S profession.

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

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under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

**(12) Licenses**

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

**(13) Business Licenses**

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

**(14) Termination**

Either CITY or CONSULTANT may cancel this Agreement upon 30 days written notification to the other party. Upon termination, or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) calendar days.

**(15) Funding**

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

**(16) Notices**

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

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

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Copy to: City of Lathrop  
Department of Public Works  
390 Towne Centre Dr.  
Lathrop, CA 95330  
MAIN: (209) 941-7430  
FAX: (209) 941-7449

To Consultant: BKF Engineers  
7901 Stoneridge Dr., Suite 360  
Pleasanton, CA 94588  
Phone: (650) 482-6313

**(17) Miscellaneous**

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Contract Terms Prevail. All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and attached exhibits, the terms of this Agreement shall prevail.
- (c) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (d) Definitions. The definitions and terms are as defined in these specifications.
- (e) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (f) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (g) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (h) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (i) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (j) Ownership of Documents. All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement,

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shall be deemed the property of the CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during the CONSULTANT's regular business hours.

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

**(18) Notice to Proceed**

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

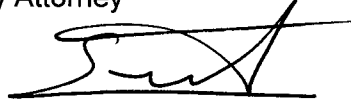
**(19) Signatures**

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

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Approved as to Form:

City of Lathrop  
City Attorney



3-19-2024

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Salvador Navarrete

\_\_\_\_\_  
Date

Recommended for Approval:

City of Lathrop  
Assist City Manager

\_\_\_\_\_  
Michael King

\_\_\_\_\_  
Date

Approved by:  
Resolution No.:

City of Lathrop  
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Lathrop, CA 95330

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Stephen J. Salvatore  
City Manager

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Date

Consultant:

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Fed ID #  
Business License #

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Signature

\_\_\_\_\_  
Date

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Print Name and Title





## EAST LATHROP WATER MAIN AND LATERAL UPGRADES - SCOPE OF WORK

### TASK 1: PROJECT ADMINISTRATION AND COORDINATION

**Project Management:** This task will include a) overseeing specific quality assurance and quality control (QA/QC) measures; b) prepare monthly project invoices; c) communicate and correspond as necessary with the City's project manager on project issues (administrative, design, and construction/field-related); and d) prepare detailed schedule of work showing each task and subtask, identifying milestones for critical meetings, workshops, progress calls, deliverables and City reviews. The schedule will be submitted within five (5) days of award of contract. The detailed schedule will be submitted electronically in Microsoft Project and in PDF file format. Schedule updates will be submitted as needed.

**Project Meetings and Communication with the City:** BKF will organize and attend a virtual kick-off meeting with the City to review the scope of the project, develop a project schedule, and confirm deliverables. This meeting will include the design consultant and key City staff.

In addition to the kick-off meeting, BKF will schedule and conduct a minimum of three (3) virtual design-related meetings/workshops (Preliminary Design Workshop, 65%, and 95% Design Review Meetings) and five (5) progress calls with City staff as needed during the design phase of the project.

BKF will prepare the meeting agenda and distribute meeting minutes. BKF will also keep an action items list at each meeting and conference call.

Deliverables:

- Monthly Invoices with Summary of work completed
- Project schedule updates
- Meeting agendas and minutes
- Action items list

### TASK 2: PRELIMINARY DESIGN

#### TASK 2.1: KICK-OFF MEETING, DATA COLLECTION AND REVIEW

BKF will conduct thorough research to obtain all available utility information within the project area. During the kick-off meeting, we will prepare a data request for the City to gather all available records for our review. We will review existing records including, but not limited to, street improvement plans; GIS utility layers; block maps; engineering studies; available right-of-way documents; manhole surveys, City Standard Provisions, and Standard Details; and codes, ordinances, and policies pertaining to the proposed project designs. BKF will also contact other utility companies to obtain the underground utility information within the project limit. BKF will be responsible for researching all applicable agency and utility company records.

Deliverables:

- Initial Data Request
- Compiled Record Drawings

#### TASK 2.2: FIELD RECONNAISSANCE

We realize that record drawings do not always reflect field conditions. So, it is important to reconcile the differences early on. During the site visits, we will perform a cursory level field verification of record drawings reviewed under Task 2.1 from City and utility owners. We will coordinate with City staff prior to our field visit for access to gated sites, manholes, and/or structures, as needed. During these visits, we will also identify site construction access and other constraints.

Deliverables:

- Basemap Showing Data Gaps in PDF format

#### TASK 2.3: TOPOGRAPHIC MAPPING AND SURVEY CONTROL

We will perform conventional ground topographic surveys to capture top of curb, back of walk, driveways, street centerline, utility poles, meter boxes, and dip flowline of storm and sewer manholes/inlets. Horizontal control will be based on California State Plane Coordinates and vertical control will be based on NAVD88 datum. It is not in this scope to do right-of-way research or to plot right-of-way lines. We will use City or County GIS parcel lines as right-of-way.

Deliverables:



- Electronic copy of survey files (AutoCAD)

#### **TASK 2.4: PRELIMINARY DESIGN REPORT**

BKF will prepare a Preliminary Design Report (PDR) to document design objectives, design criteria, design codes, and decisions made on major issues related to the project. The PDR will include the project's preliminary design, which will be used as the basis for producing final construction bid documents without the need for further engineering studies or re-evaluation of basic design decisions. Utilities, access, and any potential code/permit or other challenging aspects of the project will be discussed in the PDR. The PDR will also establish budget and schedule requirements. The PDR will include, as a minimum, the following elements:

##### **1. Introduction**

- Background and purpose of the project
- Project scope

##### **2. Design and Construction**

- Pipeline design criteria including but are not limited to criteria for selecting new water main alignment, pipe material, and size, proposed points of tie-in/system connections, and method/design for crossing existing utilities and easements.
- Construction hours based on input received by City from residents
- Identify new fire locations to comply with the current City fire coverage requirements
- List of project specification sections (technical sections only)
- List of drawings
- List of required permits
- Identification of potential project challenges for proposed design alternative

##### **3. Special Construction Considerations**

- Perform a constructability review, including major temporary works and access—these items will also be identified and included in cost estimates in the preliminary engineering phase.
- Provide construction execution recommendations, e.g., mandatory work sequence, construction restriction/constraints, testing requirements, typical submittal requirements, work hours, traffic control requirements, etc.
- Other potential project challenges
- Provide recommended construction duration in calendar days.
- Identify impacts on water system operations (e.g., planned outages, water shutdowns, and durations.
- Proposed project laydown areas
- Identify the potential need for design variances and coordination with the Department of Drinking Water

##### **4. Conclusion and Recommendations**

- Summary of project and site and design constraints
- Recommendations for a preferred alternative for City review and approval

Deliverables:

- Draft copy of Preliminary Design Report with 10% Concept Drawings (PDF format)

#### **TASK 3: DESIGN DEVELOPMENT/ CONSTRUCTION DOCUMENTS**

BKF will provide a complete set of documents that will allow for public bidding and construction of the proposed project at the 100% design submittal by preparing Final Design/Bid Documents, including drawings, technical specifications, and final contract documents. Design drawings will be prepared under the supervision of, and stamped and signed by, a California Registered Professional Engineer of the applicable discipline(s). BKF will respond to all permit-related reviews/comments and revise construction documents accordingly.

##### **TASK 3.1: 65% DESIGN SUBMITTAL**

After approval of preferred alternative(s) alignment under Task 2.4, BKF will prepare and submit the 65% submittal to the City for review. BKF will present the 65% to City stakeholders at a design review meeting. The schedule will allow for a three-week review period by City staff following the meeting and submission of draft meeting minutes within three working days following the meeting.



At a minimum, the 65% submittal will include:

- Addressing City comments on draft PDR
- Plan view of the proposed pipeline alignment showing the horizontal alignment in relation to the existing topographic features, property lines, public right-of-way, private easements, and existing utilities and private easements (existing or future)
- Profile view of the proposed pipeline alignment showing the pipeline invert elevation's ground profile above the centerline of the pipeline alignment and existing utilities (i.e., sewer mains, storm drains, gas) with top of pipe and/or invert elevations, if confirmed through utility locating/ potholing as part of additional service
- Plan view of hydrant laterals, air release valve laterals, and services to meter box
- Plan view of proposed street resurfacing. Scope does not include rebuilding of curb ramps driveways or street rehabilitation/replacement
- Preliminary determination of major utility crossings and utilities in conflict
- Details for points of connection, pipeline off-sets, trench details, cathodic protection, valves, manhole detail, and other appurtenances (ex., fire hydrants, meters, blow-offs, cleanouts, etc.)
- Standard California Manual on Uniform Traffic Control Devices (CA MUTCD) details
- Technical specifications
- Payment item schedule for contract bid documents
- Construction cost estimate based on 65% design submittal
- "Red-lined" version of City's Standard Front Ends: BKF will be provided the City's Standard Front Ends in PDF format. BKF will "red-line" as required, and then the City will incorporate edits, as required, for incorporation into the final bid documents.

Deliverables:

- PDF half-size-to-scale set of the 65% design plans
- PDF and Microsoft Word files of project specifications
- Construction cost estimate in Microsoft Excel
- Final PDR Report (PDF)

### **TASK 3.2: 95% DESIGN SUBMITTAL**

BKF will prepare and submit the 95% submittal for review by the City. The 95% submittal will incorporate the pertinent City review comments to 65% submittal. The schedule will allow for a three-week review period by City staff following the submission of the 95% design submittal.

The 95% submittal will include:

- Written response to City review comments to the 65% submittal
- Detailed drawings and technical specifications are to be included in the contract documents
- Final draft bid schedule
- Update of the construction cost estimate
- Division of Drinking Water Application

BKF will incorporate any changes to the 95% design submittal no later than five working days upon receipt of the City's comments. The revised version, herein referred to as the 95% design submittal, will be the version of the design drawings to be made available to permitting agencies for review for the issuance of any construction permits. BKF will submit documents to respective permitting agencies in accordance with their specific requirements (i.e., number of copies, full-size vs. half-size format, hard vs. electronic copies, etc.).

Deliverables:

- PDF half-size to scale set of the 95% design plans.
- PDF and Microsoft Word files of project specifications.
- Updated construction cost estimate in Microsoft Excel.
- Updated construction schedule.
- 65% response to comments



### **TASK 3.3: 100% DESIGN SUBMITTAL**

BKF will prepare and submit a "Draft" of 100% design and construction documents based on the City's 95% submittal review comments. After completing the City's review of the "Draft" 100% submittal, BKF will meet with the City to review comments and revise plans and specifications for the "Final" 100% submittal. The "Final" 100% submittal will represent the final bid-ready contract documents and incorporate the pertinent City and/or Permitting Agency review comments from the "Draft" 100% design submittal. Final 100% design documents will be signed by a California Registered Professional Engineer. The Bid Document submittal will include:

- Written response to each City and/or Permitting Agency comment to the 95% design submittal
- Final, detailed drawings and technical specifications to be included in the contract documents
- Final payment item schedule for incorporation into the final contract bid documents
- Revised/updated cost estimate based on the 100% design submittal

Deliverables:

- Half-size and full-size PDF of "Draft" 100% plans, specifications, and estimate.
- One full-size wet signed and electronic (PDF) copy formatted in both half-size and full-size of the "Final" 100% submittal plans. The PDF version of the design drawings will include BKF's professional engineering stamp and signature.
- On a USB flash drive: AutoCAD (version 2018 or higher) files for all design drawings; Final technical specifications in MS Word and PDF formats, with Consultant's professional engineering stamp and signature in the PDF file; cost estimates in MS Excel and PDF formats; and the construction schedule in MS Project.

### **TASK 4: BIDDING SUPPORT**

BKF will provide engineering support and assist the City, as required, during the bid phase of the project. Bid phase services may include:

- Attendance at a pre-bid meeting with potential contractors
- Assistance with and preparation of responses to questions or clarification of aspects of the design and/or specifications
- Evaluation of bids received, as needed
- Preparation of conformed drawings with any addenda issued during the bid period

Deliverables:

- Review and comment on pre-bid meeting minutes
- Respond to questions during the pre-bid meeting if requested by the City (no consultant- prospective bidder communication)
- Formal response to inquiries to the City, either in email or memo-written format
- Conformed project specifications, print-ready for double-sided printing in both PDF and Microsoft Word (.docx) formats.
- Conformed Design Drawings in half-size (11x17) and full-size (22x34) to-scale electronic PDF.
- Electronic copy of conformed AutoCAD files.

### **TASK 5: CONSTRUCTION SUPPORT**

BKF will assist the City during the construction phase by conducting the following tasks:

- BKF will review design submittals including flushing and disinfection sequence. Scope assumes reviewing up to twenty (20) submittals and review of one (1) round of revision of each submittal. BKF anticipates spending 1 to 2 hours per submittal depending on the list of items provided in each submittal.
- BKF will provide clarifications, as required, of construction documents and respond to contractor requests for information (RFI). Scope assumes responding to up to ten (10) RFIs. BKF anticipates spending 1 to 2 hours, depending on the complexity of RFI.
- BKF will evaluate and respond to contract change order requests or claims for additional compensation pertaining to design elements that may arise. Scope assumes responding to up to two (2) change orders.
- BKF will perform up to two (2) site visits to review construction at important stages and/or attend project meetings as requested.



- Review contractor's redlined record drawings and prepare one (1) signed, stamped set of record drawings.
- Prepare a geodatabase file. BKF will update pipeline and manhole attributes in the City's geodatabase file.

Deliverables:

- Submittal reviews as Word or PDF files
- Response to RFIs as Word or PDF files
- Change order reviews, including modifications to plans or specifications as Word or PDF files
- Final Punch List
- Record Drawings in AutoCAD and PDF file formats

## **ADDITIONAL SERVICES**

### **TASK 1A: UTILITY LOCATING**

Our in-house Ground Penetrating Radar (GPR) locating services will allow us to shortlist utilities that are perceived to be in conflict, thereby eliminating or reducing the number of needed potholes. After reviewing utility company maps, City block maps, and GIS, BKF will perform utility locating. We will identify metallic utilities (i.e., electric, telephone, gas, communication lines, and water) and non-metallic utilities with visible tracer wire. We will prepare a memorandum to document critical utilities, utilities in close conflict, and if there is a need to pothole any. The memorandum will include photos of utility paint marks on the street.

Deliverables:

- Utility Locating Report

### **TASK 2A: POTHOLING**

Based on the GPR utility locating survey, BKF will develop a potholing plan for locating and profiling existing underground utilities, and once approved by the CITY, will be responsible for conducting the required potholing and site restoration. Our subconsultant, Bess Testlab, Inc., will perform potholing using Hydro-vacuum. The scope assumes that the City encroachment permit fee will be waived. BKF will submit a potholing table summary report electronically describing all findings in Excel format. It is assumed that City will allow use of typical MUTCD details for traffic control and site specific traffic control plan is not required for this work.

Deliverables:

- Pothole plan (four potholes assumed)
- Electronic copy of pothole table summary report showing pothole identification, utility, depth of cover, material, pavement information, and other pertinent information
- Electronic copy of Pavement thickness summary table

### **TASK 3A: RIGHT-OF-WAY MAPPING**

If requested by the City, BKF will plot the right-of-way (R/W) lines based on street monuments or split of the street improvements. We will include parcel information based on the assessor's maps, documents from BKF's document retrieval service, and record maps that may be available on the County website. We will include the lot lines that intersect the R/W and provide the Assessor's Parcel Numbers (APN) and street address numbers for reference. This does not include ordering or using title reports for all properties along the project streets.

Deliverables:

- Updated topographic map with ROW lines (PDF & AutoCAD)



Task 5 Construction Support	BKF Engineers										Total BKF Hours	BKF Fee	CCTV/Utility Pot-holing	Sub-Consultants Total Fee (Including 10% Markup)	Total Labor	ODC/Reimbursables	Total Fee
	BKF Engineers																
	Principal	Project Manager	QA/QC Manager	Tech Manager	Sr. Project Engineer	Project Engineer/Surveyor	Design Engineer	Survey Party Chief	Survey Chainperson	Utility Locator IV							
March 6, 2024	Brian Scott	\$273	\$260	\$239	\$222	\$195	\$170	Vary	Vary	Vary	\$224						
Submittals (20 Assumed)	4			16	20	20	20							\$0	60		\$11,944
RFIs (10 Assumed)	8			10	20	16								\$0	38		\$8,304
Site Visits (2 Assumed)				16	16									\$0	32	\$50	\$6,722
Change Orders (2 assumed)	4		8											\$0	12		\$3,004
As-builts	2		2	8	12	16								\$0	40		\$7,860
<b>Task 5 Construction Support Subtotal:</b>	<b>0</b>	<b>18</b>	<b>0</b>	<b>10</b>	<b>50</b>	<b>68</b>	<b>36</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>	<b>182</b>	<b>\$50</b>	<b>\$37,834</b>
<b>Base Scope Total</b>	<b>2</b>	<b>123</b>	<b>22</b>	<b>175</b>	<b>172</b>	<b>406</b>	<b>485</b>	<b>64</b>	<b>64</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>	<b>\$0</b>	<b>1,513</b>	<b>\$700</b>	<b>\$305,561</b>

Additional Services	Hours	BKF Fee	CCTV/Utility Pot-holing	Sub-Consultants Total Fee (Including 10% Markup)	Total Labor	ODC/Reimbursables	Total Fee
1A Utility Locating	88	\$20,104		\$0	88		\$20,104
2A Pot-holing (4 assumed)	12	\$2,316	\$12,000	\$13,200	12		\$15,516
3A Right-of-Way Mapping	52	\$9,740		\$0	52		\$9,740
<b>Additional Services Subtotal:</b>	<b>152</b>	<b>\$32,160</b>	<b>\$12,000</b>	<b>\$13,200</b>	<b>152</b>	<b>\$0</b>	<b>\$45,360</b>

**Fee Assumptions:**

1. Assumptions for number of meetings, potholes, RFI's, submittals, site visits, etc are provide in the table as part of task description.
2. It is assumed that City will lead the coordination with residents. Fee does not include attending community engagement/outreach meetings
3. Preliminary design will include evaluating upto two water main alignment alternatives.
4. Fee does not include revision to water main alignment after approval of preferred alignment by City staff.
5. Fee assumes City standard trench design detail is adequate and therefore geotechnical investigation is not included.
6. Fee does not include site corrosivity test and cathodic protection design.
7. Construction submittals review includes review of one revised submittal.

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