



# City of Stockton

City Council/Successor  
Agency of the  
Redevelopment  
Agency/Public Financing  
Authority Concurrent  
Agenda

## Meeting Agenda - Final

### City Council/Successor Agency to the Redevelopment Agency/Public Financing Authority Concurrent

*Anthony Silva, Mayor/Chair*

*Paul Canepa, Vice Mayor/Vice Chair (District 3)*

*Elbert H. Holman Jr. (District 1)*

*Katherine M. Miller (District 2)*

*Moses Zapien (District 4)*

*Dyane Burgos Medina (District 5)*

*Michael D. Tubbs (District 6)*

---

Tuesday, May 6, 2014

4:00 PM

Council Chamber, City Hall, 425 N. El Dorado  
Street, Stockton CA

---

**Closed Session 4:00 | Regular Session 5:30**

1. **CLOSED SESSION CALL TO ORDER/ROLL CALL**
2. **ADDITIONS TO CLOSED SESSION AGENDA**
3. **ANNOUNCEMENT OF CLOSED SESSION**
- 3.1 [14-0440](#) **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

Number of Cases: Five

Name of Case: Wells Fargo Bank v. City of Stockton (San  
Joaquin County Superior Court Case No.  
39-2012-00277662)

Name of Case: Wells Fargo Bank, National Association, as  
Indenture Trustee v. City of Stockton (San  
Joaquin County Superior Court Case No.  
39-2012-00280741)

Name of Case: In re City of Stockton, California - Debtor (United  
States Bankruptcy Court, Eastern District of  
California Case No. 2012-32118)

Name of Case: Richard Price, et al. v. City of Stockton,  
Redevelopment Agency, et al. (United States  
District Court, Eastern District Case No.  
CIV.S-02-0065 LKK JFM)

Name of Case: Animal Legal Defense Fund v. City of Stockton, et  
al. (San Joaquin County Superior Court Case No.  
39-2014-00308593)

This Closed Session is authorized pursuant to Section 54956.9(a) of the  
Government Code.

**Department:** City Attorney

3.2 [14-0441](#)

**CONFERENCE WITH LABOR NEGOTIATOR**

Agency Designated Representative: City Manager Kurt Wilson

Employee Organizations: Unrepresented Units, Stockton City  
Employees' Association, Operating Engineer's Local 3,  
Mid-Management/Supervisory Level Unit, Unrepresented  
Management/Confidential, Law Department, Stockton Police  
Management Association, Stockton Firefighters Local 456 International  
Association of Firefighters, Stockton Fire Management, Stockton Police  
Officers' Association (SPOA)

This Closed Session is authorized pursuant to Section 54957.6(a) of the  
Government Code.

**Department:** City Attorney

3.3 [14-0507](#)

**PUBLIC EMPLOYEE PERFORMANCE EVALUATION:**

City Clerk

This Closed Session is authorized pursuant to Government Code  
Section 54957.

**Department:** City Attorney

3.4 [14-0517](#)

**CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

Number of Parcels: One

Address: 12 E. Park Street and 640 N. Center Street  
APN: 139-060-01  
Owner: Buddhist Assn of Asia

Agency Negotiators: Micah Runner, Economic Development Director  
Joe Mulligan, Senior Real Property Agent

Under Negotiation: Price and Terms

This Closed Session is authorized pursuant to Section 54956.8 of the  
Government Code.

Department: City Attorney

4. PUBLIC COMMENT\*
5. RECESS TO CLOSED SESSION
6. REGULAR SESSION CALL TO ORDER/ROLL CALL
7. INVOCATION/PLEDGE TO FLAG
8. REPORT OF ACTION TAKEN IN CLOSED SESSION
9. ADDITIONS TO REGULAR SESSION AGENDA\*\*
10. PROCLAMATIONS, COMMENDATIONS, OR INVITATIONS
11. CITIZENS' COMMENTS, ANNOUNCEMENTS, OR INVITATIONS\*
12. CONSENT AGENDA
- 12.1 [14-0229](#) PURCHASE MOBILE RADIOS FOR POLICE DEPARTMENT

RECOMMENDATION

It is recommended that the City Council adopt a motion approving findings that support an exception to competitive bidding and authorize the City Manager to purchase twenty-eight (28) Motorola mobile radios utilizing the cooperative purchasing agreement between the County of Los Angeles and Motorola Solutions, Inc. for a total amount of \$81,179 plus tax.

Department: Administrative Services

Attachments: [Attachment A - Motorola Solutions Quote for 28 Mobile Radios](#)

[Attachment B - Los Angeles County Contract](#)

[Attachment C - Motorola ECAT - 28 Mobile Radio](#)

- 12.2 [14-0253](#) FRENCH CAMP ROAD/INTERSTATE 5 (I-5) INTERCHANGE RECONSTRUCTION, PROJECT NO. 99-01 - UTILITY AGREEMENT WITH AMERICAN TELEPHONE AND TELEGRAPH COMPANY (AT&T)

RECOMMENDATION

It is recommended that the City Council approve a motion authorizing the City Manager to execute a Utility Agreement with American Telephone and Telegraph Company (AT&T) in the amount of \$83,688.20

for the cost of relocating their facilities to accommodate the French Camp Road/I-5 Reconstruction Project.

It is further recommended that the motion authorize the City Manager to execute the above mentioned AT&T agreement, and to take appropriate actions to carry out the purpose and intent of this motion.

**Department:** Public Works

**Attachments:** [Attachment A - Vicinity Map - French Camp Road/I-5 Interchange Reconstructio](#)  
[Attachment B - AT&T Utility Agreement - French Camp Road/I-5 Interchange Re](#)

12.3 [14-0321](#)

**APPROVE AMENDMENT TO PROFESSIONAL SERVICES MASTER CONTRACT WITH STANTEC CONSULTING SERVICES, INC. FOR DESIGN OF THE TRAFFIC SIGNAL MODIFICATIONS ON HARDING WAY AT CENTER STREET AND EL DORADO STREET (PROJECT NO. 12-10/FEDERAL PROJECT NO. HSIPL-5008(128))**

**RECOMMENDATION**

It is recommended that the City Council approve a motion authorizing the City Manager to execute an Amendment to Professional Services Master Contract with Stantec Consulting Services, Inc., in the amount of \$57,973.20, for design of the Traffic Signal Modifications on Harding Way at Center Street and El Dorado Street (Project No. 12-10/Federal Project No. HSIPL-5008(128)). It is further recommended that the motion authorize the City Manager to take appropriate actions to carry out the purpose and intent of this motion.

**Department:** Public Works

**Attachments:** [Attachment A - Vicinity Map - Traffic Signal Modifications](#)  
[Attachment B - Amendment to Professional Services Master Contract with Stanl](#)

12.4 [14-0324](#)

**ANIMAL SERVICES MEDICAL SUPPLIES PURCHASES**

**RECOMMENDATION**

It is recommended that City Council approve by motion action the purchase of medicine and medical supplies for the Animal Shelter from MWI Veterinary Supply.

**Department:** Police

12.5 [14-0372](#)

**ORGANIZATIONAL REVIEW OF THE CITY CLERK'S OFFICE AND AMENDMENT TO THE LIST OF CLASSES EXCLUDED FROM THE CLASSIFIED SERVICE**

**RECOMMENDATION**



Adopt a resolution amending the list of classes excluded from the Classified Service in accordance with Stockton Municipal Code Section 2.36.060 to include Deputy City Clerk I (Confidential), Deputy City Clerk II (Confidential), Senior Deputy City Clerk (Confidential), and Records Research Specialist (Confidential).

**Department:** Human Resources

**Attachments:** [Proposed Resolution - Regarding Organizational Review and Amending List of f Exhibit 1](#)

12.6 [14-0374](#)

**APPROVE AMENDMENT TO PROFESSIONAL SERVICES MASTER CONTRACT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR DESIGN OF THE INSTALLATION OF EMERGENCY VEHICLE PREEMPTION AT VARIOUS LOCATIONS (PROJECT NO. 12-11/FEDERAL PROJECT NO. HSIPL-5008(125))**

**RECOMMENDATION**

It is recommended that the City Council approve a motion authorizing the City Manager to execute an Amendment to Professional Services Master Contract with Kimley-Horn and Associates, Inc., in amount of \$75,000, for design of the Installation of Emergency Vehicle Preemption (EVP) at Various Locations (Project No. 12-11/Federal Project No. HSIPL-5008(125)). It is further recommended that the motion authorize the City Manager to take appropriate actions to carry out the purpose and intent of this motion.

**Department:** Public Works

**Attachments:** [Attachment A - Vicinity Map - Installation of EVP](#)  
[Attachment B - Amendment to Professional Services Master Contract with Kiml](#)

12.7 [14-0376](#)

**SUMMARY VACATION OF DRAINAGE EASEMENT WITHIN THE SIERRA VISTA HOUSING PROJECT**

**RECOMMENDATION**

It is recommended that the City Council adopt a resolution for the summary vacation of a drainage easement located south of Twelfth Street within the Sierra Vista Housing Project.

**Department:** Economic Development

**Attachments:** [Attachment A - Vicinity Map - Sierra Vista](#)  
[Attachment B - Aerial Map - Sierra Vista](#)  
[Proposed Resolution Sierra Vista](#)  
[Exhibit 1 - Map Sierra Vista](#)  
[Exhibit 2 - Legal Sierra Vista](#)

12.8 [14-0377](#) **GRANT APPLICATIONS - STATEWIDE ACTIVE TRANSPORTATION PROGRAM 2014**

RECOMMENDATION

It is recommended that the City Council approve a motion authorizing City staff to submit grant applications to the California Statewide and San Joaquin Council of Governments (SJCOG) Active Transportation Program (ATP) call for projects. It is further recommended that the motion authorize the City Manager or his designee to execute associated agreements, and undertake additional financial actions that may be appropriate to accept, receive, and spend any grant funding resulting from these applications.

Department: Public Works

Attachments: [Attachment A - Proposed Projects - ATP Grant Program 2014](#)

12.9 [14-0379](#) **APPROVE AMENDMENT TO PROFESSIONAL SERVICES MASTER CONTRACT WITH SIEGFRIED ENGINEERING, INC. FOR DESIGN OF THE SWAIN ROAD AND MONTAUBAN AVENUE ROUNDABOUT INSTALLATION (PROJECT NO. 13-15/FEDERAL PROJECT NO. CML-5008(129))**

RECOMMENDATION

It is recommended that the City Council approve a motion authorizing the City Manager to execute an Amendment to Professional Services Master Contract with Siegfried Engineering, Inc., in the amount of \$89,888, for design of the Swain Road and Montauban Avenue Roundabout Installation (Project No. 13-15/Federal Project No. CML-5008 (129)). It is further recommended that the motion authorize the City Manager to take appropriate actions to carry out the purpose and intent of this motion.

Department: Public Works

Attachments: [Attachment A - Vicinity Map](#)

[Attachment B - Amendment with Siegfried Engineering](#)

12.10 [14-0382](#) **APPOINTMENT TO THE CENTRAL PARKING DISTRICT ADVISORY BOARD**

RECOMMENDATION

It is recommended the City Council adopt a resolution:

1. Reappointing John Dentoni and Mahesh Ranchhod; and

2. Appointing Scott Luhn and Brian Cooley to the Central Parking District Advisory Board, commencing immediately through June 30, 2018.

**Department:** Economic Development

**Attachments:** [Attachment A - Resolution 90-0668](#)

[Proposed Resolution - CPD Board Appointments](#)

12.11 [14-0390](#)

**MOTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE OFFICE OF ADMINISTRATIVE HEARINGS TO CONDUCT DISABILITY RETIREMENT AND REINSTATEMENT HEARING PROCEEDINGS**

**RECOMMENDATION**

It is recommended that the City Council authorize by motion the City Manager to execute a contract with the Office of Administrative Hearings (OAH) for a term of five (5) years to conduct any necessary administrative hearings concerning appeals of disability retirement and reinstatement decisions in accordance with the provisions of the Administrative Procedures Act (APA).

**Department:** Human Resources

**Attachments:** [Attachment A - Office of Administrative Hearings Services Agreement](#)

[Attachment B - Department of General Services Fee Schedule](#)

12.12 [14-0393](#)

**SALE OF CITY-OWNED PROPERTY LOCATED AT 314 NORTH PILGRIM STREET TO THE CHILDREN'S HOME OF STOCKTON FOUNDATION**

**RECOMMENDATION**

It is recommended that the City Council adopt a resolution:

1. Deeming the real property located at the 314 Pilgrim Street (APN 151-120-32) as excess;
2. Authorizing the sale of the property to the Children's Home of Stockton Foundation; and,
3. Authorizing the City Manager to execute the purchase agreement and any related documents.

**Department:** Economic Development

**Attachments:** [Attachment A - Vicinity Map - Pilgrim](#)  
[Attachment B - Aerial Map - 314 Pilgrim](#)  
[Attachment C - Property Photo - 314 Pilgrim](#)  
[Proposed Resolution - Sale of 314 Pilgrim](#)  
[Exhibit 1 - Agreement Sale of 314 Pilgrim](#)

12.13 [14-0394](#)

**LOAN TO SERVICE FIRST OF NORTHERN CALIFORNIA FOR THE  
REHABILITATION OF THE COVENTRY APARTMENTS, 4825  
KENTFIELD ROAD**

**RECOMMENDATION**

It is recommended that City Council approve a motion:

- 1) Approving a \$1,843,440 Neighborhood Stabilization Program loan to Service First of Northern California to rehabilitate the Coventry Apartments located at 4825 Kentfield Road;
- 2) Approving a Relocation Plan; and
- 3) Authorizing the City Manager, or his designee, to take whatever actions are necessary and appropriate to carry out the purpose and intent of the motion.

**Department:** Economic Development  
**Attachments:** [Attachment A - Vicinity Map](#)  
[Attachment B - Relocation Plan](#)  
[Attachment C - Resolution 08-0460](#)  
[Attachment D - Resolution 11-0041](#)  
[Attachment E - Rendering of Proposed Project](#)

12.14 [14-0421](#)

**AUTHORIZE A RENEWAL AGREEMENT FOR NATURAL GAS  
SERVICES THROUGH THE SCHOOL PROJECT FOR UTILITY RATE  
REDUCTION (SPURR) FOR THE MUNICIPAL UTILITIES  
DEPARTMENT**

**RECOMMENDATION**

It is recommended that the City Council approve a motion authorizing the City Manager to execute the Renewal Agreement for natural gas services with the School Project for Utility Rate Reduction (SPURR) to provide natural gas to the Municipal Utilities Department (MUD) at a reduced fixed unit price for members (Attachment A).

It is further recommended that the City Manager be authorized to take appropriate actions to carry out the purpose and intent of this motion.

**Department:** Municipal Utilities

**Attachments:** [Attachment A - SPURR Renewal Agreement](#)

**12.15**    [14-0439](#)    **APPROVAL OF CITY COUNCIL MINUTES**

**Recommended Action:**    Approve for filing the minutes of the March 18, 2014; April 1, 2014; and April 15, 2014 City Council meetings; and, January 28, 2014, Joint City Council/San Joaquin County Board of Supervisors Meeting.

**Department:** City Clerk

**Attachments:** [2014-03-18 Council Minutes for Approval](#)

[2014-04-01 Council Minutes for Approval](#)

[2014-04-15 Council Minutes for Approval](#)

[2014-01-28 Joint Council - Board of Supervisor Minutes for Approval](#)

**13.    ADMINISTRATIVE MATTERS**

**14.    UNFINISHED BUSINESS**

**15.    NEW BUSINESS**

**15.1**    [14-0383](#)    **PARTICIPATION IN THE CALIFORNIA HERO PROPERTY ASSESSED  
CLEAN ENERGY (PACE) PROGRAM**

**RECOMMENDATION**

It is recommended that the City Council adopt a resolution related to the City's participation in the California HERO Property Assessed Clean Energy (PACE) Program:

1. Approving an Amendment to the Western Riverside Council of Governments Joint Powers Agreement (Exhibit 1 to the Resolution) to add the City of Stockton as an Associate Member;
2. Authorizing the Western Riverside Council of Governments to conduct contractual assessment proceedings and levy contractual assessments within Stockton City boundaries, and authorizing related actions; and
3. Authorizing the City Manager, or his designee, to execute all documents and take any actions necessary and appropriate to carry out the intent of this resolution.

**Department:** Economic Development

**Attachments:** [Attachment A - Resolution 2013-08-27-1201-01](#)  
[Attachment B - Resolution 2013-08-27-1201-02](#)  
[Proposed Resolution - Hero PACE Program](#)  
[Exhibit 1 - Agreement with Hero PACE Program](#)

**15.2**    [14-0532](#)    **AUTHORIZE A CONTRACT WITH THE NATELSON DALE GROUP  
FOR THE DEVELOPMENT OF AN ECONOMIC DEVELOPMENT  
STRATEGIC PLAN FOR THE CITY OF STOCKTON**

**Recommended Action:**    RECOMMENDATION

It is recommended that the City Council adopt a motion authorizing the execution of a contract with The Natelson Dale Group, Inc., in an amount not to exceed \$99,710 for the development of a comprehensive Economic Development Strategic Plan for the City of Stockton and authorizing the City Manager to take necessary and appropriate actions to carry out the purpose and intent of the motion.

**Department:**    Economic Development

**Attachments:**    [Attachment A - Natelson Dale Group Contract.doc](#)

**16.    HEARINGS\*\*\***

**17.    COUNCIL COMMENTS**

**18.    ADJOURNMENT**

**INFORMATIONAL ITEMS**

*\*Citizens may comment on any subject within the jurisdiction of the City Council/Successor Agency to the Redevelopment Agency, including items on the Agenda. Each speaker is limited to three minutes. Speakers must submit "Request to Speak" cards to the City Clerk, and be prepared to speak when called. No speaker cards will be received after the close of the Citizen's Comments portion of the meeting .*

*\*\*\*Additions to the Agenda - Government Code Section 54954.2(b)(2), allows members of the City Council present at the meeting to take immediate action, with either a two-thirds or unanimous vote, to place an item on the agenda that action must be taken and that the item came to the attention of the City subsequent to the agenda being posted.*

*\*\*Speakers should hold comments on items listed as a Hearing until the Hearing is opened. If a large number of people desire to speak at a Hearing, the Mayor/Chair may reduce the amount of time allocated to each speaker to three (3) minutes.*

*All proceedings before the City Council/Successor Agency to the Redevelopment Agency/Public Financing Authority are conducted in English. The City of Stockton does not furnish interpreters and, if one is needed, it shall be the responsibility of the person needing one. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meetings of the City Council/Successor Agency to the Redevelopment Agency/Public Financing Authority, please contact the Office of the City Clerk at (209) 937-8459 at least 48 hours prior to the meeting to enable the City/Agency to make reasonable arrangements to ensure accessibility.*

*CHALLENGING CITY DECISIONS: The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Stockton, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.*



# City of Stockton

## Legislation Details (With Text)

File #: 14-0229 Version: 1  
 Type: Consent Status: Agenda Ready  
 In control: City Council/Successor Agency to the  
 Redevelopment Agency/Public Financing  
 AuthorityConcurrent

Attachments: [Attachment A - Motorola Solutions Quote for 28 Mobile Radios](#)  
[Attachment B - Los Angeles County Contract](#)  
[Attachment C - Motorola ECAT - 28 Mobile Radio](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

### PURCHASE MOBILE RADIOS FOR POLICE DEPARTMENT

#### RECOMMENDATION

It is recommended that the City Council adopt a motion approving findings that support an exception to competitive bidding and authorize the City Manager to purchase twenty-eight (28) Motorola mobile radios utilizing the cooperative purchasing agreement between the County of Los Angeles and Motorola Solutions, Inc. for a total amount of \$81,179 plus tax.

#### Summary

The City Council authorized the purchase of forty-eight (48) new police interceptor utility vehicles on September 24, 2013 by Motion 2013-09-24-1204. To prepare and process these vehicles for use by the Police Department, the vehicles will need to be equipped with mobile radios to enable police officer communications. There is current inventory available to install mobile radios in 20 of the new vehicles. An additional twenty-eight (28) need to be purchased. Staff recommends purchasing through the cooperative agreement in place between the County of Los Angeles and Motorola Solutions, Inc. The total cost for 28 mobile radios is \$81,179 plus tax.

#### DISCUSSION

##### Background

The City owns and operates a private 13-channel radio communication system utilized by the Fire, MUD, Police, and Public Works departments. The primary function of this system is for use for public safety purposes to ensure that Police Officers and Firefighters have radio communication capabilities between individuals, vehicles and dispatch/command centers. As part of the overall radio system the City maintains nearly 1,300 portable and mobile radios for Police, Fire, MUD and Public Works. The general fund is the primary source of Public Safety funding for equipment through annual internal charges paid to the Radio ISF fund. These rates are set as part of the annual budget. Expenditures for Public Safety communication technologies are managed by Information Technology via the Radio



ISF fund.

### Present Situation

The City has received forty-eight (48) new police interceptor utility vehicles to replace aging patrol cars that will be taken out of service. The mobile radios currently installed in the vehicles scheduled for replacement have been evaluated by Information Technology staff and were deemed to be at “end of life” and need to be replaced at the same time as the vehicle. There are enough mobile radios in our current inventory to equip 20 vehicles. An additional twenty-eight (28) are requested at this time.

The City is able to participate under exceptions to the competitive bidding with the County of Los Angeles in a cooperative purchasing agreement with Motorola, Inc. for the purchase of the replacement radios at a discounted price. This agreement includes all goods and services needed to operate a radio communications system. The agreement contains a “Public Agency Clause” (see page 13, section 35 of the agreement), which states that Motorola has agreed to offer the same equipment and contract prices as contained within this agreement to any other public agency. The radio equipment planned with this purchase is eligible for a 20% discount below the standard Motorola listed price plus an additional 5% if purchased prior to the expiration of the bid quote.

Once approved, the City will contract directly through Motorola for equipment and services as required. Stockton has purchased radio equipment using an earlier County of Los Angeles cooperative purchasing agreement with Motorola since 2008 with very positive results. Purchasing has evaluated the cooperative purchase agreement and determined that Los Angeles County meets the City’s minimum required procurement guidelines in the following areas: formal competitive process, lowest price, public agency awarded contract, and contractual language allowing other public agencies the opportunity to access the pricing and cooperative contract terms to avoid a lengthy competitive bid process.

### Findings

Stockton Municipal Code section 3.68.070 provides an exception to the competitive bidding process in cases where the City Council has approved findings that support and justify the exception. The findings are as follows:

1. The County of Los Angeles has established a cooperative purchase agreement with Motorola Solutions, Inc. as part of a cooperative purchasing process for the purpose of pooling various agencies’ purchasing volume to directly reduce the cost of radio systems.
2. The County of Los Angeles established these cooperative purchase agreements pursuant to a competitive bidding process that has been assessed by Purchasing as compatible to the City of Stockton standards with regard to the formal process, lowest pricing, awarded contract, and piggyback language allowing public agencies to save costs of a formal bid process and still receive competitive pricing.
3. By purchasing radio-related goods and services under the cooperative purchase agreement, the City will realize savings of 20% as specified in exhibit A of the County of Los Angeles agreement plus an additional 5% discount available during a current promotional offering from Motorola.

4. The bid specifications used by the County of Los Angeles have been assessed by Purchasing as compatible to the City of Stockton standards with regard to the formal process, lowest pricing, awarded contract, and piggyback language allowing public agencies to avail of such process and pricing.

#### FINANCIAL SUMMARY

There are sufficient available funds in Account 503-5201-670.80-02 to cover the purchase of the mobile radios (\$81,179 plus tax).

Attachment A - Quote from Motorola Solutions, Inc.

Attachment B - Los Angeles County Cooperative Agreement

Attachment C - ECAT - Motorola eCatalog



**Quote Number:** QU0000269805  
**Effective:** 28 MAR 2014  
**Effective To:** 26 JUN 2014

**ATTACHMENT A**

**Bill-To:**

STOCKTON, CITY OF  
 425 N EL DORADO ST IT DIV LOWER LVL  
 CITY HALL  
 STOCKTON, CA 95202  
 United States

Attention:

**Name:** Terrell Harper  
**Email:** terrell.harper@ci.stockton.ca.us  
**Phone:** 209-937-8254

Sales Contact:

**Name:** Mitch Okafuji  
**Email:** mokafuji@deltawireless.com  
**Phone:** 209-948-9611

**Contract Number:** LA COUNTY (CA)  
**Freight terms:** FOB Destination  
**Payment terms:** Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	28	M25QSS9PW1AN	APX6500 UHF R1 MID POWER	\$1,899.00	\$1,024.25	\$28,679.00
1a	28	G806BE	ENH: ASTRO DIGITAL CAI OP APX	\$515.00	\$386.25	\$10,815.00
1b	28	W22BA	ADD: PALM MICROPHONE	\$72.00	\$54.00	\$1,512.00
1c	28	G442AJ	ADD: O5 CONTROL HEAD	\$432.00	\$324.00	\$9,072.00
1d	28	G67BC	ADD: REMOTE MOUNT O5 MID POWER	\$297.00	\$222.75	\$6,237.00
1e	28	G625AP	ADD: DES/DES-XL/DES-OFB ENCRYPTION	\$599.00	\$449.25	\$12,579.00
1f	28	G444AE	ADD: APX CONTROL HEAD SOFTWARE	-	-	-
1g	28	G48BD	ENH: CONVENTIONAL OPERATION APX6500	\$500.00	\$375.00	\$10,500.00
1h	28	QA01749AB	SW KEY SUPPLEMENTAL DATA	-	-	-
1i	28	G426AD	ADD: ANT 1/4 WAVE WHIP 450-470 MHZ	\$25.00	\$18.75	\$525.00
1j	28	B18CR	ADD: AUXILARY SPKR 7.5 WATT	\$60.00	\$45.00	\$1,260.00

**Total Quote in USD** \$81,179.00

\* This quote contains items with approved price exceptions applied against it

L.A County Contract MA-IS-1240419-1

**THIS QUOTE IS BASED ON THE FOLLOWING:**

1 This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal.

If you wish to purchase the quoted products, Motorola Solutions, Inc. ("Motorola") will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged.

Thank you for your consideration of Motorola products.

2 Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.

- 3 Purchaser will be responsible for shipping costs, which will be added to the invoice.
- 4 Prices quoted are valid for thirty(30) days from the date of this quote.
- 5 Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

TERM CONTRACT AWARD		CONTRACT NO: MA-IS-1240419-1	VERSION DATE 06/27/12
INTERNAL SERVICES DEPARTMENT		PROCUREMENT FOLDER: 437752	
<div style="border: 1px solid black; padding: 5px; width: fit-content;"> <p>MOTOROLA SOLUTIONS INC 725 S. FIGUEROA ST., STE. 1870  LOS ANGELES CA 90017</p> </div>		<p>BUYER: Karen Lee PHONE: 323-881-5150 EMAIL: kmlee@isd.lacounty.gov</p> <p>VENDOR NO: 033256 CONTACT: DAVE ANDREWS PHONE: 213-362-6704</p> <p>FISCAL YEAR: EFFECTIVE DATE: 07/01/12 EXPIRATION 06/30/15</p>	

Radio Communications (Motorola)

LINE NO	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
1	<p>COMMODITY CODE: 725-45-00-028600</p> <p>Radio Communications Equipment MFG: Motorola</p> <p>% Discount: See Exhibit A - Contract Discounts pages 1-15 dated July 1, 2012.</p> <p>For pricing see Electronic Catalog (ECAT) dated: April 1, 2012 and any subsequent revisions and updates.</p>	0.000		DISCOUNT	0.0000 %
2	<p>COMMODITY CODE: 962-86-00-043391</p> <p>FREIGHT (SEE PAGE 15 OF EXHIBIT A FOR FREIGHT/SHIPPING CHARGE DETAILS)</p>	0.000	EA	ITEM	\$ 0.000000

MARK W. ANTHONY  
*Approved*  
*MWA*

*Karen Lee*

COUNTY OF LOS ANGELES

*[Signature]*

VENDOR SIGNATURE/DATE

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD CONTRACT NO: MA-IS-1240419-1	
		PAGE 2
<p>1 TERMS &amp; CONDITIONS OF PURCHASE FOR CONTRACT 1240419</p> <p>***NOTE: THE COUNTY OF LOS ANGELES IS USING A NEW DATABASE NUMBERING SYSTEM; THEREFORE, THE COUNTY OF LOS ANGELES MASTER PURCHASE AGREEMENT NUMBER 43070 (TERM: 2007 - 2012) WILL HAVE A NEW NUMBER ASSOCIATED WITH IT. THIS NEW NUMBER IS A PROCEDURAL CHANGE AND DOES NOT CHANGE THE NATURE OF THE EXTENSION OF THE AGREEMENT NUMBER 43070. ALL THE TERMS AND CONDITIONS OF THE AGREEMENT REMAIN THE SAME.***</p> <p>****NOTE: THIS CONTRACT SHALL BE FOR THE PURCHASE OF RADIO COMMUNICATION EQUIPMENT &amp; RELATED ACCESSORIES ONLY. PRODUCTS WITH RADIO COMMUNICATIONS AS AN ADDITIONAL FEATURE (I.E DESK OR LAPTOP COMPUTERS) SHALL NOT BE PURCHASED UNDER THIS CONTRACT.****</p> <p>CONDITIONS OF PURCHASE: THIS CONTRACT SHALL BE IN ACCORDANCE WITH THESE TERMS AND CONDITIONS AND ANY ATTACHMENTS HERETO. NO OTHER CONDITIONS OR MODIFICATIONS OF THESE TERMS AND CONDITIONS WILL BE EFFECTIVE UNLESS SPECIFICALLY AGREED TO IN WRITING BY THE COUNTY OF LOS ANGELES (COUNTY). FAILURE OF COUNTY TO OBJECT TO PROVISIONS CONTAINED IN ANY ACKNOWLEDGMENT, DOCUMENT OR OTHER COMMUNICATION FROM VENDOR SHALL NOT BE CONSTRUED AS A WAIVER OF THESE TERMS AND CONDITIONS NOR AN ACCEPTANCE OF ANY SUCH PROVISION.</p> <p>2 DELIVERY: DELIVERY SHALL BE AS STATED HEREIN. WHEN USING COMMON CARRIERS, COUNTY RESERVES THE RIGHT TO DESIGNATE THE TRANSPORTATION CARRIER. FAILURE ON THE PART OF VENDOR TO ADHERE TO SHIPPING TERMS SPECIFIED HEREON OR WRITTEN AGREEMENT MAY, AT COUNTY'S DISCRETION, RESULT IN ADDITIONAL HANDLING COSTS BEING DEDUCTED FROM VENDOR'S INVOICE. COST OF INSPECTION ON DELIVERIES OR OFFERS FOR DELIVERY WHICH DO NOT MEET SPECIFICATIONS WILL BE FOR THE ACCOUNT OF VENDOR. UNLESS OTHERWISE SET FORTH HEREIN, ALL ITEMS SHALL BE SUITABLE PACKED AND MARKED. PURCHASE ORDER NUMBER MUST BE ON ALL SHIPPING DOCUMENTS AND CONTAINERS.</p> <p>3 INVOICES: INVOICES SHALL BEAR UPON THEIR FACE THE PURCHASE ORDER NUMBER WHICH APPEARS IN THE UPPER RIGHT-HAND CORNER HEREOF. INVOICES MUST STATE THAT THEY COVER, AS THE CASE MAY BE, COMPLETE OR PARTIAL DELIVERY, AND MUST SHOW UNITS AND UNIT PRICES. INVOICES WILL NOT BE PAID UNLESS AND UNTIL THE REQUIREMENTS HAVE BEEN FULLY MET. WHEN PRICE SHOWN IS A DELIVERED PRICE, ALL TRANSPORTATION AND DELIVERY CHARGES MUST BE PREPAID IN FULL TO DESTINATION.</p> <p>4 PRICE/SALES TAX: UNLESS OTHERWISE DEFINITELY SPECIFIED, PRICES BID</p>		

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD CONTRACT NO: MA-IS-1240419-1	
		PAGE 3
<p>SHALL NOT INCLUDE SALES, OR USE TAXES. CONTRACTOR SHALL PROVIDE EITHER THE SERIAL NUMBER OR ITS RETAILER'S PERMIT TO ENGAGE IN BUSINESS AS A SELLER (IF A CA COMPANY) OR ITS RETAILER'S CERTIFICATE OF REGISTRATION - USE TAX (IF NOT CA COMPANY). WITHOUT ONE OF THESE NUMBERS, COUNTY WILL NOT PAY SALES/USE TAX DIRECT TO ANY VENDOR.</p> <p>5 PAYMENT TERMS: PAYMENT TERMS ARE NET 30 DAYS FROM COUNTY'S RECEIPT OF A CORRECT AND PROPER INVOICE, AS PREPARED IN ACCORDANCE WITH THE TERMS OF THE PURCHASE ORDER AND CONTRACT 1240419 IN NO EVENT SHALL COUNTY BE LIABLE FOR ANY LATE CHARGES. INVOICES SHALL ONLY BE ISSUED AFTER COUNTY'S ACCEPTANCE OF THE GOODS AND/OR PRODUCTS. DISCOUNTS SHALL BE AS SET FORTH ON PURCHASE ORDER OR CONTRACT (WHICHEVER IS GREATER).</p> <p>6 WARRANTIES: VENDOR SHALL, AT NO COST TO COUNTY, PROMPTLY CORRECT ANY AND ALL DEFECTS IN THE ITEMS OR SERVICES PROVIDED HEREUNDER. THE TERM OF THIS WARRANTY SHALL BE AS SET FORTH ON THE FACE HEREOF OR IS NOT TERM AS SHOWN, NINETY (90) DAYS FROM DATE OF COUNTY'S ACCEPTANCE OF THE ITEM OR SERVICE. VENDOR WARRANTS THAT THE ITEMS MAY BE SHIPPED, SOLD AND USED IN CUSTOMARY MANNER WITHOUT VIOLATION OF ANY LAW, ORDINANCE, RULE OR REGULATION OF ANY GOVERNMENT OR ADMINISTRATIVE BODY.</p> <p>DISCLAIMER OF OTHER WARRANTIES: THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.</p> <p>7 CANCELLATION: UNLESS OTHERWISE SPECIFIED HEREIN, COUNTY MAY CANCEL ALL OR PART OF A PURCHASE ORDER AT NO COST AND FOR ANY REASON BY GIVING WRITTEN NOTICE TO VENDOR AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO SCHEDULED DELIVERY. A CANCELLATION CHARGE NOT EXCEEDING ONE PERCENT (1%) OF THE VALUE OF THE CANCELLED PORTION OF THE PURCHASE ORDER MAY BE CHARGED COUNTY FOR CANCELLATION WITH LESS THAN THIRTY (30) CALENDAR DAYS PRIOR WRITTEN NOTICE.</p> <p>8 EMPLOYMENT ELIGIBILITY: VENDOR WARRANTS THAT IT FULLY COMPLIES WITH ALL STATUTES AND REGULATIONS REGARDING THE EMPLOYMENT OF ALIENS AND OTHERS.</p> <p>8A--FAIR LABOR STANDARDS: VENDOR SHALL COMPLY WITH ALL APPLICABLE PROVISIONS OF THE FEDERAL FAIR LABOR STANDARDS ACT.</p>		

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD CONTRACT NO: MA-IS-1240419-1	
		PAGE 4
<p>9 HAZARDOUS MATERIALS: VENDOR WARRANTS THAT IT COMPLIES WITH ALL FEDERAL, STATE AND LOCAL LAWS, RULES, ORDINANCES AND REGULATIONS CONCERNING HAZARDOUS MATERIALS AND TOXIC SUBSTANCES.</p> <p>10 COVENANT AGAINST GRATUITIES: VENDOR WARRANTS THAT NO GRATUITIES (IN THE FORM OF ENTERTAINMENT, GIFTS, OR OTHERWISE) WERE OFFERED OR GIVEN BY VENDOR, OR ANY AGENT OR REPRESENTATIVE OF VENDOR, TO ANY OFFICE OR EMPLOYEE OF COUNTY WITH A VIEW TOWARD SECURING A PURCHASE ORDER OR FAVORABLE TREATMENT WITH RESPECT TO ANY DETERMINATION CONCERNING THE PERFORMANCE OF THE PURCHASE ORDER. IN THE EVENT OF BREACH OF THIS WARRANTY, COUNTY SHALL BE ENTITLED TO PURSUE THE SAME REMEDIES INCLUDING, BUT NOT LIMITED TO, TERMINATION, AGAINST VENDOR AS IT COULD PURSUE IN THE EVENT OF VENDOR'S DEFAULT.</p> <p>11 CONFLICT OF INTEREST: NO COUNTY EMPLOYEE WHOSE POSITION WITH COUNTY ENABLES SUCH EMPLOYEE TO INFLUENCE THE AWARD OF A PURCHASE ORDER OR ANY COMPETING AGREEMENT, AND NO SPOUSE OR ECONOMIC DEPENDENT OF SUCH EMPLOYEE, SHALL BE EMPLOYED IN ANY CAPACITY BY VENDOR, OR HAVE ANY OTHER DIRECT OR INDIRECT FINANCIAL INTEREST IN THE PURCHASE ORDER. NO OFFICER OR EMPLOYEE OF VENDOR, WHO MAY FINANCIALLY BENEFIT FROM THE AWARD OF A PURCHASE ORDER SHALL IN ANY WAY PARTICIPATE IN COUNTY'S APPROVAL, ONGOING EVALUATION, OR IN ANY WAY ATTEMPT TO UNLAWFULLY INFLUENCE COUNTY'S APPROVAL OR ONGOING EVALUATION.</p> <p>11A--VENDOR SHALL COMPLY WITH ALL CONFLICT OF INTEREST LAWS, ORDINANCES AND REGULATIONS NOW IN EFFECT OR HEREAFTER TO BE ENACTED DURING THE TERM OF THE PURCHASE ORDER. VENDOR WARRANTS THAT IT IS NOT AWARE OF ANY FACTS WHICH CREATE A CONFLICT OF INTEREST. IF VENDOR HEREAFTER BECOMES AWARE OF ANY FACTS WHICH MIGHT REASONABLY BE EXPECTED TO CREATE A CONFLICT OF INTEREST, IT SHALL IMMEDIATELY MAKE FULL WRITTEN DISCLOSURE OF SUCH FACTS TO COUNTY. FULL WRITTEN DISCLOSURE SHALL INCLUDE, BUT IS NOT LIMITED TO, IDENTIFICATION OF ALL PERSONS IMPLICATED AND A COMPLETE DESCRIPTION OF ALL RELEVANT CIRCUMSTANCES.</p> <p>12 GOVERNING LAW AND VENUE: THIS PURCHASE ORDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA. VENDOR AGREES AND CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF CALIFORNIA FOR ALL PURPOSES REGARDING THIS PURCHASE ORDER, AND FURTHER AGREES AND CONSENTS THAT VENUE OF ANY ACTION HEREUNDER SHALL BE EXCLUSIVELY IN THE COUNTY OF LOS ANGELES, CALIFORNIA.</p>		



SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD CONTRACT NO: MA-IS-1240419-1	
		PAGE 5
<p>13 INDEMNIFICATION: VENDOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY, ITS AGENTS, OFFICERS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY, EXPENSE, INCLUDING DEFENSE COSTS AND LEGAL FEES, AND CLAIMS FOR DAMAGES OF ANY NATURE WHATSOEVER ARISING FROM OR CONNECTED WITH ALLEGED OR ACTUAL NEGLIGENCE DUE TO OR ASSOCIATED WITH VENDOR'S NEGLIGENT OPERATIONS, GOODS, AND/OR COMMODITIES OR SERVICES PROVIDED HEREUNDER.</p> <p>IF AN INFRINGEMENT CLAIM OCCURS VENDOR MAY AT ITS OPTION AND EXPENSE PROCURE FOR COUNTY THE RIGHT TO CONTINUE USING THE EQUIPMENT, REPLACE OR MODIFY IT SO THAT IT BECOMES NON-INFRINGEMENT WHILE PROVIDING FUNCTIONALLY EQUIVALENT PERFORMANCE, OR GRANT COUNTY A CREDIT FOR SUCH EQUIPMENT OR VENDOR SOFTWARE AS DEPRECIATED AND ACCEPT ITS RETURN. THE DEPRECIATION AMOUNT WILL BE CALCULATED BASED UPON GENERALLY ACCEPTED ACCOUNTING STANDARDS FOR SUCH EQUIPMENT AND SOFTWARE.</p> <p>VENDOR WILL HAVE NO DUTY TO DEFEND OR INDEMNIFY FOR ANY INFRINGEMENT CLAIM THAT IS BASED UPON (I) THE COMBINATION OF THE EQUIPMENT OR VENDOR SOFTWARE WITH ANY THIRD PARTY SOFTWARE, APPARATUS OR DEVICE NOT FURNISHED BY VENDOR; (II) THE USE OF ANCILLARY EQUIPMENT OR SOFTWARE NOT FURNISHED BY MOTOROLA AND THAT IS ATTACHED TO OR USED IN CONNECTION WITH THE EQUIPMENT OR VENDOR SOFTWARE; (III) ANY EQUIPMENT THAT IS NOT VENDOR'S DESIGN OR FORMULA; (IV) A MODIFICATION OF THE VENDOR SOFTWARE BY A PARTY OTHER THAN VENDOR; OR (V) THE FAILURE BY COUNTY TO INSTALL AN ENHANCEMENT RELEASE TO THE VENDOR SOFTWARE THAT IS INTENDED TO CORRECT THE CLAIMED INFRINGEMENT. THE FOREGOING STATES THE ENTIRE LIABILITY OF VENDOR WITH RESPECT TO INFRINGEMENT OF PATENTS AND COPYRIGHTS BY THE EQUIPMENT AND VENDOR SOFTWARE OR ANY PARTS THEREOF.</p> <p>THIS INDEMNITY SHALL INCLUDE, BUT NOT BE LIMITED TO, CLAIMS FOR OR BY REASON OF ANY ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT OR COPYRIGHT OR ANY ACTUAL OR ALLEGED TRADE SECRET DISCLOSURE.</p> <p>14 LIABILITY INSURANCE:</p> <p>THE COUNTY OF LOS ANGELES, ITS AGENTS OR EMPLOYEES, WILL NOT BE RESPONSIBLE FOR LOSS BY FIRE, FLOOD OR ACTS OF GOD. AFTER SUCH LOSS OF EQUIPMENT OR PARTS THEREOF HAS BEEN REPORTED TO YOU, REPLACEMENT IS TO BE MADE BY SUPPLIER WITHIN TIME QUOTED FOR ORIGINAL DELIVERY. HOWEVER, IF POSITIVE PROOF CAN BE FURNISHED SHOWING THAT A COUNTY EMPLOYEE IS RESPONSIBLE FOR ANY ACT OF NEGLIGENCE THAT AFFECTS THE OPERATION OR CONDITION OF THE EQUIPMENT, REPAIR OR REPLACEMENT WILL BE FOR THE ACCOUNT OF THE</p>		

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD CONTRACT NO: MA-IS-1240419-1	
		PAGE 6
<p>COUNTY.</p> <p>THIS LIMITATION OF LIABILITY PROVISION SHALL APPLY NOTWITHSTANDING ANY CONTRARY PROVISION IN THIS AGREEMENT. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA'S TOTAL LIABILITY, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, INDEMNIFICATION, OR OTHERWISE, WILL BE LIMITED TO THE DIRECT DAMAGES RECOVERABLE UNDER LAW, BUT NOT TO EXCEED ONE MILLION DOLLARS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED.</p> <p>ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. THIS LIMITATION OF LIABILITY WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT. NO ACTION FOR BREACH OF THIS AGREEMENT OR OTHERWISE RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT MUST BE BROUGHT WITHIN THE STATUTORY PERIOD PROVIDED UNDER CALIFORNIA LAW.</p> <p>15 INSURANCE COVERAGE REQUIREMENTS; GENERAL LIABILITY: INSURANCE (WRITTEN ON ISO POLICY FORM CG 00 01 OR ITS EQUIVALENT) WITH LIMITS OF NOT LESS THAN THE FOLLOWING: GENERAL AGGREGATE: \$5 MILLION PERSONAL AND ADVERTISING INJURY: \$1 MILLION EACH OCCURENCE: \$5 MILLION</p> <p>16 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY: INSURANCE PROVIDING WORKERS COMPENSATION BENEFITS, AS REQUIRED BY THE LABOR CODE OF THE STATE OF CALIFORNIA OR BY ANY OTHER STATE, AND FOR WHICH CONTRACTOR IS RESPONSIBLE. IF CONTRACTOR'S EMPLOYEES WILL BE ENGAGED IN MARITIME EMPLOYMENT, COVERAGE SHALL PROVIDE WORKERS COMPENSATION BENEFITS AS REQUIRED BY THE U.S. LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT, JONES ACT OR ANY OTHER FEDERAL LAW FOR WHICH CONTRACTOR IS RESPONSIBLE.</p> <p>IN ALL CASES, THE ABOVE INSURANCE ALSO SHALL INCLUDE EMPLOYERS' LIABILITY COVERAGE WITH LIMITS OF NOT LESS THAN THE FOLLOWING:</p> <p>EACH ACCIDENT: \$1 MILLION DISEASE - POLICY LIMIT: \$1 MILLION DISEASE - EACH EMPLOYEE: \$1 MILLION</p>		

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD CONTRACT NO: MA-IS-1240419-1
	PAGE 7
<p>17 INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR LOS ANGELES COUNTY SERVICE AGREEMENTS</p> <p>INDEMNIFICATION: CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY, AND ITS SPECIAL DISTRICTS, ELECTED AND APPOINTED OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY, INCLUDING BUT NOT LIMITED TO DEMANDS, CLAIMS, ACTIONS, FEES, COSTS, AND EXPENSES (INCLUDING ATTORNEY AND EXPERT WITNESS FEES), ARISING FROM OR CONNECTED WITH CONTRACTOR'S ACTS AND/OR OMISSIONS ARISING FROM AND/OR RELATING TO THIS AGREEMENT.</p> <p>GENERAL INSURANCE REQUIREMENTS: WITHOUT LIMITING CONTRACTOR'S INDEMNIFICATION OF COUNTY AND DURING THE TERM OF THIS AGREEMENT, CONTRACTOR SHALL PROVIDE AND MAINTAIN, AND SHALL REQUIRE ALL OF ITS SUB-CONTRACTORS TO MAINTAIN, THE FOLLOWING PROGRAMS OF INSURANCE SPECIFIED IN THIS AGREEMENT. SUCH INSURANCE SHALL BE PRIMARY TO ANY OTHER INSURANCE OR SELF-INSURANCE PROGRAMS MAINTAINED BY COUNTY, AND SUCH COVERAGE SHALL BE PROVIDED AND MAINTAINED BY CONTRACTOR'S OWN EXPENSE.</p> <p>CONTRACTOR SHALL PROVIDE TO COUNTY A SPECIFIC ADDITIONAL INSURED ENDORSEMENT FOR COMPLETED OPERATIONS.</p> <p>EVIDENCE OF INSURANCE: CERTIFICATE(S) OR OTHER EVIDENCE OF COVERAGE SATISFACTORY TO COUNTY SHALL BE DELIVERED TO PURCHASING AGENT DESIGNEE PRIOR TO COMMENCING SERVICES UNDER THIS AGREEMENT.</p> <p>THE COUNTY ACCEPTS THE STANDARD ACORD FORM CERTIFICATE OF INSURANCE AS SATISFACTORY EVIDENCE OF INSURANCE.</p> <p>THE COUNTY ACCEPTS A BLANKET ADDITIONAL INSURED ENDORSEMENT.</p> <p>CERTIFICATE(S) OR OTHER EVIDENCE OF COVERAGE SHALL BE DELIVERED TO: ATTN:</p> <p>_____</p> <p>SOLICITATION/CONTRACT #</p> <p>_____</p> <p>COUNTY OF LOS ANGELES - ISD 1100 NORTH EASTERN AVENUE RM # G115 LOS ANGELES, CA 90063</p> <p>SUCH CERTIFICATES OR OTHER EVIDENCE SHALL:</p> <p>(1) SPECIFICALLY IDENTIFY THIS AGREEMENT.</p> <p>(2) CLEARLY EVIDENCE ALL COVERAGES REQUIRED IN THIS AGREEMENT.</p>	

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD CONTRACT NO: MA-IS-1240419-1	
		PAGE 8
<p>(3) CONTRACTOR AGREES CONDITION THAT COUNTY IS TO BE GIVEN WRITTEN NOTICE BY MAIL AT LEAST THIRTY (30) DAYS IN ADVANCE OF CANCELLATION FOR ALL POLICIES EVIDENCED ON THE CERTIFICATE OF INSURANCE.</p> <p>(4) INCLUDE COPIES OF THE ADDITIONAL INSURED ENDORSEMENT TO THE COMMERCIAL GENERAL LIABILITY POLICY, INCLUDING THE COUNTY OF LOS ANGELES ITS SPECIAL DISTRICTS, ITS OFFICIALS, OFFICERS AND EMPLOYEES AS INSUREDS FOR ACTIVITIES ARISING FROM THIS AGREEMENT PER THE PROVISIONS OF THE BLANKET ADDITIONAL INSURED ENDORSEMENT.</p> <p>(5) CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS. CONTRACTOR REPRESENTS THAT ITS FINANCIAL STRENGTH IS SUFFICIENT TO COVER ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS. CONTRACTOR AGREES TO CONTINUE CARRYING AT ALL TIMES DURING THE TERM OF THIS AGREEMENT INSURANCE OF THE KINDS AND IN THE AMOUNTS LISTED IN THIS AGREEMENT.</p> <p>18 INSURER FINANCIAL RATINGS: INSURANCE IS TO BE PROVIDED BY AN INSURANCE COMPANY ACCEPTABLE WITH AN A.M. BEST RATING OF NOT LESS THAN A:VII, UNLESS OTHERWISE APPROVED BY COUNTY.</p> <p>FAILURE TO MAINTAIN COVERAGE: FAILURE BY CONTRACTOR TO MAINTAIN THE REQUIRED INSURANCE, OR TO PROVIDE EVIDENCE OF INSURANCE COVERAGE ACCEPTABLE TO COUNTY, SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT UPON WHICH COUNTY MAY IMMEDIATELY TERMINATE OR SUSPEND THIS AGREEMENT. COUNTY, AT ITS SOLE OPTION, MAY OBTAIN DAMAGES FROM CONTRACTOR RESULTING FROM SAID BREACH.</p> <p>NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS: CONTRACTOR SHALL REPORT TO COUNTY:</p> <p>(1) ANY ACCIDENT OR INCIDENT RELATING TO SERVICES PERFORMED UNDER THIS AGREEMENT WHICH INVOLVES INJURY OR PROPERTY DAMAGE WHICH MAY RESULT IN THE FILING OF A CLAIM OR LAWSUIT AGAINST CONTRACTOR AND/OR COUNTY. SUCH REPORT SHALL BE MADE IN WRITING WITHIN 24 HOURS OF OCCURRENCE.</p> <p>(2) ANY THIRD PARTY CLAIM OR LAWSUIT FILED AGAINST CONTRACTOR ARISING FROM OR RELATED TO SERVICES PERFORMED BY CONTRACTOR UNDER THIS AGREEMENT.</p> <p>(3) ANY INJURY TO A CONTRACTOR EMPLOYEE WHICH OCCURS ON COUNTY PROPERTY. THIS REPORT SHALL BE SUBMITTED ON A COUNTY "NON-EMPLOYEE INJURY REPORT" TO THE COUNTY CONTRACT MANAGER.</p>		

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD CONTRACT NO: MA-IS-1240419-1	
		PAGE 9
<p>(4) ANY LOSS, DISAPPEARANCE, DESTRUCTION, MISUSE, OR THEFT OF ANY KIND WHATSOEVER OF COUNTY PROPERTY, MONIES OR SECURITIES ENTRUSTED TO CONTRACTOR UNDER THE TERMS OF THIS AGREEMENT.</p> <p>COMPENSATION FOR COUNTY COSTS: IN THE EVENT THAT CONTRACTOR FAILS TO COMPLY WITH ANY OF THE INDEMNIFICATION OR INSURANCE REQUIRMENTS OF THIS AGREEMENT, AND SUCH FAILURE TO COMPLY RESULTS IN ANY COSTS TO COUNTY, CONTRACTOR SHALL PAY FULL COMPENSATION FOR ALL COSTS INCURRED BY COUNTY.</p> <p>INSURANCE COVERAGE REQUIREMENTS FOR SUB-CONTRACTORS: CONTRACTOR SHALL ENSURE ANY AND ALL SUB-CONTRACTORS PERFORMING SERVICES UNDER THIS AGREEMENT MEET THE INSURANCE REQUIREMENTS OF THIS AGREEMENT BY EITHER:</p> <p>(1) CONTRACTOR PROVIDING EVIDENCE OF INSURANCE COVERING THE ACTIVITIES OF SUB-CONTRACTORS, OR</p> <p>(2) CONTRACTOR PROVIDING EVIDENCE SUBMITTED BY SUB-CONTRACTORS EVIDENCING THAT SUB-CONTRACTORS MAINTAIN THE REQUIRED INSURANCE COVERAGE. COUNTY RETAINS THE RIGHT TO OBTAIN COPIES OF EVIDENCE OF SUB-CONTRACTOR INSURANCE COVERAGE AT ANY TIME.</p> <p>19 DEFAULT: IN THE EVENT VENDOR FAILS TO PERFORM HEREUNDER AND DOES NOT CURE SUCH FAILURE WITHIN FIFTEEN (15) CALENDAR DAYS OF THE DATE COUNTY'S NOTICE WAS SENT TO VENDOR, COUNTY MAY, AT ITS SOLE DISCRETION, CANCEL OR TERMINATE THIS PURCHASE ORDER. SUCH CANCELLATION OR TERMINATION SHALL BE AT NO COST TO COUNTY. SHOULD COUNTY SO CANCEL OR TERMINATE, COUNTY MAY AT ITS SOLE DISCRETION, PROCURE THE ITEMS OR SERVICES FROM OTHER SOURCES AND VENDOR SHALL BE LIABLE TO COUNTY FOR ANY AND ALL EXCESS COSTS, DETERMINED BY COUNTY, FOR SUCH ITEMS OR SERVICES.</p> <p>20 INVALIDITY, REMEDIES NOT EXCLUSIVE: THE INVALIDITY IN WHOLE OR IN PART OF ANY TERM OR CONDITION OF THIS PURCHASE ORDER SHALL NOT AFFECT THE VALIDITY OF THE REMAINDER OF THIS PURCHASE ORDER AND THE APPLICATION OF SUCH PROVISIONS TO THE OTHER PERSONS OR CIRCUMSTANCES SHALL NOT BE AFFECTED THEREBY. THE RIGHTS AND REMEDIES PROVIDED HEREIN SHALL NOT BE EXCLUSIVE AND ARE IN ADDITION TO ANY OTHER RIGHTS AND REMEDIES IN LAW OR EQUITY.</p> <p>20A---NON-DISCRIMINATION: BY ACCEPTANCE OF ANY PURCHASE ORDER UNDER CONTRACT 1240419, CONTRACTOR CERTIFIES AND AGREES THAT ALL PERSONS EMPLOYED BY IT, ITS AFFILIATES, SUBSIDIARIES, OR HOLDING COMPANIES ARE AND WILL BE TREATED EQUALLY BY IT WITHOUT REGARD TO OR BECAUSE OF</p>		

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD CONTRACT NO: MA-IS-1240419-1	
		PAGE <b>10</b>

RACE, RELIGION, ANCESTRY, NATIONAL ORIGIN, DISABILITY OR SEX AND IN COMPLIANCE WITH ALL ANTI-DISCRIMINATION LAWS OF THE UNITED STATES OF AMERICA AND THE STATE OF CALIFORNIA. CONTRACTOR CERTIFIES AND AGREES THAT IT WILL DEAL WITH ITS SUBCONTRACTORS, BIDDERS OR VENDORS WITHOUT REGARD TO OR BECAUSE OF RACE, RELIGION, ANCESTRY, NATIONAL ORIGIN, DISABILITY OR SEX. VENDOR SHALL ALLOW THE COUNTY ACCESS TO ITS EMPLOYMENT RECORDS DURING THE REGULAR BUSINESS HOURS TO VERIFY COMPLIANCE WITH THESE PROVISIONS WHEN SO REQUESTED BY THE COUNTY. IF THE COUNTY FINDS THAT ANY OF THE ABOVE PROVISIONS HAVE BEEN VIOLATED, THE SAME SHALL CONSTITUTE A MATERIAL BREACH OF CONTRACT 40760 (AND ITS PURCHASE ORDER(S) UPON WHICH, THE COUNTY MAY DETERMINE TO CANCEL, TERMINATE, OR SUSPEND THE PURCHASE ORDER AND/OR CONTRACT. THE PARTIES AGREE THAT IN THE EVENT THE VENDOR VIOLATES THE ANTI-DISCRIMINATION PROVISIONS OF THE PURCHASE ORDER, THE COUNTY SHALL, AT ITS OPTION AND IN LIEU OF TERMINATION OR SUSPENDING THIS PURCHASE ORDER AND /OR CONTRACT, BE ENTITLED TO LIQUIDATED DAMAGES, PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1671, OF THE GREATER TEN PERCENT (10%) OF THE PURCHASE ORDER AMOUNT OR ONE THOUSAND DOLLARS.

21 COMPLIANCE WITH LAWS: VENDOR SHALL FULLY COMPLY WITH ALL APPLICABLE PROVISIONS OF FEDERAL, STATE AND LOCAL LAWS, RULES AND REGULATIONS, AND VENDOR AGREES TO HOLD COUNTY, ITS AGENTS, OFFICERS AND EMPLOYEES HARMLESS FROM ANY AND ALL LIABILITY, COSTS, INCLUDING, BUT NOT LIMITED TO ATTORNEY'S FEES, AND DAMAGES RESULTING FROM FAILURE OF COMPLIANCE.

22 FORCE MAJURE: NEITHER PARTY WILL BE LIABLE FOR DELAYS IN PERFORMANCE BEYOND ITS REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, FIRE, FLOOD, ACT OF GOD OR RESTRICTION OF CIVIL OR MILITARY AUTHORITY.

23 ASSIGNMENT AND DELEGATION: VENDOR SHALL NOT ASSIGN ITS RIGHTS OR DELEGATE ITS DUTIES UNDER THE PURCHASE ORDER WITHOUT COUNTY'S PRIOR WRITTEN AUTHORIZATION AND ANY ASSIGNMENT OR DELEGATION WITHOUT SUCH AUTHORIZATION SHALL BE NULL AND VOID AND SHALL CONSTITUTE A MATERIAL BREACH OF THIS PURCHASE ORDER UPON WHICH COUNTY MAY IMMEDIATELY TERMINATE THE PURCHASE ORDER IN ACCORDANCE WITH THE PROVISIONS OF PARAGRAPH ON DEFAULT.

COUNTY'S CONSENT TO AN ASSIGNMENT SHALL NOT BE UNREASONABLY WITHHELD.

24 TIME IS OF THE ESSENCE: IF ANY ANTICIPATED OF ACTUAL DELAYS ARISE, VENDOR SHALL IMMEDIATELY SO NOTIFY COUNTY, REGARDLESS OF NOTICE IF DELIVERIES ARE NOT MADE AT THE TIME AGREED UPON.

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD CONTRACT NO: MA-IS-1240419-1	
		PAGE 11
<p>COUNTY MAY, AT ITS SOLE DISCRETION, TERMINATE THIS PURCHASE ORDER AND PROCEED PURSUANT TO PARAGRAPH ON DEFAULT.</p> <p>25 NONEXCLUSIVITY: NOTHING HEREIN IS INTENDED NOR SHALL IT BE CONSTRUED AS CREATING ANY EXCLUSIVE ARRANGEMENT WITH VENDOR.</p> <p>26 STANDARD TERMS AND CONDITONS, PAGE16 -PRICE GUARANTEE: DELETED</p> <p>27 WAIVER: THE FAILURE OF EITHER PARTY TO INSIST, IN ANY ONE OR MORE INSTANCES, UPON THE PERFORMANCE OF ANY TERMS, CONDITIONS OR COVENANT OF THIS PURCHASE ORDER OR TO EXERCISE ANY RIGHT HEREUNDER SHALL NOT BE CONSTRUED AS A WAIVER OF THE FUTURE PERFORMANCE OF ANY SUCH TERM, CONDITION OR COVENANT, BUT THE OBLIGATION WITH RESPECT TO FUTURE PERFORMANCE SHALL CONTINUE IN FULL FORCE AND EFFECT. NO WAIVER SHALL BE ENFORCEABLE UNLESS SET FORTH IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PARTY GRANTING THE WAIVER.</p> <p>29 SPARE PARTS: VENDOR SHALL MAKE SPARE PARTS AVAILABLE TO COUNTY FOR A PERIOD OF TWO (2) YEARS FROM THE DATE OF DELIVERY OF THE ITEMS TO COUNTY. IF VENDOR IS UNABLE TO SO PROVIDE SPARE PARTS, IT SHALL PROVIDE COUNTY WITH THE NAME(S) OF VENDOR'S SUPPLIERS SO THAT COUNTY MAY ATTEMPT TO PROCURE SUCH UNAVAILABILITY, VENDOR SHALL PROVIDE, AT NO COST, REASONABLE ASSISTANCE TO COUNTY IN OBTAINING SPARE PARTS.</p> <p>28 ACCEPTANCE: UNLESS EXPLICITLY STATED BY COUNTY AS OTHERWISE, COUNTY, MAY CONDUCT, AT ITS LOCATION OR ANY OTHER COUNTY DESIGNATED LOCATION AND AT ITS EXPENSE, AN INCOMING ACCEPTANCE TEST ON ALL ITEMS PURCHASED HEREUNDER. THE ACCEPTANCE TEST PERIOD SHALL NOT EXCEED THIRTY (30) DAYS FROM RECEIPT OF SUCH ITEM(S) BY COUNTY. COUNTY MAY, AT ITS SOLE DISCRETION, REJECT ALL OR ANY PART OF ITEMS OR SERVICES NOT CONFORMING TO THE REQUIREMENTS/SPECIFICATIONS STATED IN A PURCHASE ORDER.</p> <p>30 ENTIRE AGREEMENT MODIFICATIONS: THIS PURCHASE ORDER CONTRACT AND ANY ATTACHMENTS HERETO, CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE PARTIES WHICH SUPERSEDES ALL PREVIOUS AGREEMENTS, WRITTEN OR ORAL, AND ALL COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF. THIS PURCHASE ORDER SHALL NOT BE MODIFIED, SUPPLEMENTED, QUALIFIED OR INTERPRETED BY ANY PRIOR COURSE OF DEALING BETWEEN THE PARTIES OR BY ANY USAGE OF TRADE. ALL MODIFICATIONS TO THIS PURCHASE ORDER SHALL BE SET FORTH IN WRITING AND SIGNED BY THE VENDOR AND PURCHASING AGENT OR HIS/HER</p>		

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD CONTRACT NO: MA-IS-1240419-1	
		PAGE 12
<p>DESIGNEE.</p> <p>30A--COUNTY STOCK: STOCK FURNISHED BY COUNTY TO BE USED IN A PURCHASE ORDER SHALL BE RETURNED TO COUNTY FREE FROM DAMAGE FROM ANY CAUSE AND IN ACCORDANCE WITH ALL OTHER TERMS AND CONDITIONS OF CONTRACT, PURCHASE ORDER AND HEREIN.</p> <p>31 INDEPENDENT CONTRACTOR STATUS: VENDOR SHALL AT ALL TIMES BE ACTING IN THE CAPACITY OF INDEPENDENT CONTRACTOR. THIS PURCHASE ORDER IS NOT INTENDED, AND SHALL NOT BE OR CONSTRUED, TO CREATE THE RELATIONSHIP OF AGENT, SERVANT, EMPLOYEE PARTNERSHIP, JOINT VENTURE OR ASSOCIATION, AS BETWEEN COUNTY AND VENDOR. THE EMPLOYEES AND AGENTS OF ONE PARTY SHALL NOT BE OR CONSTRUED TO BE, THE EMPLOYEES OR AGENTS OF THE OTHER PARTY FOR ANY REASON WHATSOEVER.</p> <p>32 TAX EXEMPT STATUS: TAX EXEMPT ITEMS SHALL BE AS LISTED ON THE FACE HEREOF.</p> <p>32A---TERMINATION FOR FAILURE TO OPERATE IN ORDINARY COURSE: VENDOR'S STABILITY WAS AND/IS A PRIMARY BASIS FOR ENTERING INTO AND CONTINUING WITH AGREEMENT, THEREFORE, COUNTY MAY TERMINATE ANY AGREEMENT BY THIRTY (30) DAYS WRITTEN NOTICE SHOULD VENDOR FAIL TO CONTINUE TO DO BUSINESS IN THE ORDINARY COURSE.</p> <p>33 COUNTY LOBBYISTS: VENDOR AND EACH COUNTY LOBBYIST OR COUNTY LOBBYING FIRM AS DEFINED IN LOS ANGELES COUNTY CODE SECTION 2.160.010, RETAINED BY VENDOR, SHALL FULLY COMPLY WITH THE COUNTY LOBBYIST ORDINANCE, LOS ANGELES COUNTY CODE CHAPTER 2.160. FAILURE ON THE PART OF VENDOR ANY COUNTY LOBBYIST OR COUNTY LOBBYING FIRM RETAINED BY VENDOR TO DULLY COMPLY WITH THE COUNTY LOBBYIST ORDINANCE SHALL CONSTITUTE A MATERIAL BREACH OF THE PURCHASE ORDER AND/OR AGREEMENT UPON WHICH COUNTY MAY IMMEDIATELY TERMINATE OR SUSPEND THE PURCHASE ORDER AND/OR AGREEMENT.</p> <p>33A---CONSIDERATION OF HIRING GAIN PROGRAM PARTICIPANTS: SHOULD THE VENDOR REQUIRE ADDITIONAL OR REPLACEMENT PERSONNEL AFTER THE EFFECTIVE DATE OF THIS AGREEMENT EXTENSION. CONTRACTOR SHALL GIVE CONSIDERATION FOR SUCH EMPLOYMENT OPENINGS TO PARTICIPANTS IN COUNTY'S DEPARTMENT OF THE PUBLIC SOCIAL SERVICES GREATER AVENUE FOR INDEPENDENCE (GAIN) PROGRAM WHO MEET CONTRACTOR'S MINIMUM QUALIFICATIONS FOR THE OPEN POSITION. FOR THIS PURPOSE, CONSIDERATION SHALL MEAN THAT CONTRACTOR WILL INTERVIEW QUALIFIED CANDIDATES. COUNTY WILL REFER GAIN PARTICIPANTS BY JOB CATEGORY TO VENDOR.</p>		



SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD CONTRACT NO: MA-IS-1240419-1
	PAGE 13
<p>34 TERMINATION FOR IMPROPER CONSIDERATION: COUNTY MAY, BY WRITTEN NOTICE TO VENDOR, IMMEDIATELY TERMINATE, THE RIGHT OF VENDOR TO PROCEED WITH A PURCHASE ORDER IF IT IS FOUND THAT CONSIDERATION IN ANY FORM WAS OFFERED OR GIVEN BY VENDOR, (EITHER DIRECTLY OR THROUGH AN INTERMEDIARY) TO ANY COUNTY OFFICER, EMPLOYEE, OR AGENT WITH THE INTENT OF SECURING A PURCHASE ORDER OR SECURING FAVORABLE TREATMENT WITH RESPECT TO THE AWARD, AMENDMENT, OR EXTENSIONS OF THE AGREEMENT OR THE MAKING OF ANY DETERMINATIONS WITH RESPECT TO THE VENDOR 'S PERFORMANCE PURSUANT TO THE CONTRACT. IN THE EVENT OF SUCH TERMINATION, COUNTY SHALL BE ENTITLED TO PURSUE THE SAME REMEDIES AGAINST VENDOR AS IT COULD PURSUE IN THE EVENT OS DEFAULT BY VENDOR.</p> <p>CONTRACTOR SHALL IMMEDIATELY REPORT ANY ATTEMPT BY A COUNTY OFFICER OR EMPLOYEE TO SOLICIT SUCH IMPROPER CONSIDERATION. THE REPORT SHALL BE MADE EITHER TO THE COUNTY MANAGER CHARGED WITH THE SUPERVISION OF THE EMPLOYEE OR TO THE COUNTY AUDITOR-CONTROLLER'S EMPLOYEE FRAUD HOTLINE AT 213.974.0914 OR 800.544.6861. IMPROPER CONSIDERATION MAY TAKE THE FORM OF, AMONG OTHER ITEMS, CASH, DISCOUNTS, SERVICES, THE PROVISION OF TRAVEL OR GRATUITIES (ENTERTAINMENT, TANGIBLE GIFTS), OR THE PROMISE OF ANY OF THESE.</p> <p>35 PARTICIPATING PUBLIC AGENCIES</p> <p>COUNTY AND VENDOR AGREE THAT OTHER GOVERNMENTAL ENTITIES WITHIN CALIFORNIA, INCLUDING BUT NOT LIMITED TO: COUNTIES, CITIES, SPECIAL DISTRICTS, POLITICAL SUBDIVISIONS, SCHOOL DISTRICTS, HIGHER EDUCATION, AND OTHER MUNICIPALITIES (PARTICIPATING PUBLIC AGENCIES) MAY PURCHASE PRODUCTS OR SERVICES DEFINED HEREIN ON THE SAME TERMS, CONDITIONS AND PRICING AS THE COUNTY, SUBJECT TO ANY APPLICABLE LOCAL PURCHASING ORDINANCES AND THE LAWS OF THE STATE OF PURCHASE.</p> <p>THE COUNTY SHALL NOT BE CONSTRUED AS A DEALER, RE-MARKETER, REPRESENTATIVE, PARTNER OR AGENT OF ANY TYPE OF THE SUPPLIER.</p> <p>PARTICIPATING PUBLIC AGENCIES SHALL BE RESPONSIBLE FOR THE ORDERING OF PRODUCTS UNDER THIS AGREEMENT. PAYMENT FOR PRODUCTS OR SERVICES AND INSPECTIONS AND ACCEPTANCE OF PRODUCTS OR SERVICES ORDERED BY A PARTICIPATING PUBLIC AGENCY SHALL BE THE EXCLUSIVE OBLIGATION OF SUCH PROCURING PARTY.</p> <p>THE COUNTY SHALL NOT BE OBLIGATED, LIABLE OR RESPONSIBLE FOR ANY ORDER MADE BY ANY PARTICIPATING PUBLIC AGENCY OR ANY EMPLOYEE THEREOF FOR ANY PAYMENT REQUIRED TO BE MADE WITH RESPECT TO SUCH ORDER; AND THAT ANY DISPUTES BETWEEN A PARTICIPATING PUBLIC AGENCY AND THE SUPPLIER ARE NOT THE RESPONSIBILITY OF THE COUNTY. THE EXERCISE OF ANY RIGHTS OR REMEDIES BY THE PARTICIPATING PUBLIC AGENCY OR SUPPLIER</p>	

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD CONTRACT NO: MA-IS-1240419-1	
		PAGE 14
<p>SHALL BE THE EXCLUSIVE OBLIGATION OF SUCH PARTY.</p> <p>THE COUNTY MAKES NO REPRESENTATION OR GUARANTY WITH RESPECT TO ANY MINIMUM PURCHASES BY THE COUNTY OR ANY PARTICIPATING PUBLIC AGENCY OR ANY EMPLOYEE THEREOF UNDER THIS AGREEMENT.</p> <p>EACH PARTICIPATING PUBLIC AGENCY'S PURCHASE ORDER MUST REFER TO THIS LOS ANGELES COUNTY MASTER PURCHASE AGREEMENT (MPA) NUMBER MA-IS-1240419 AND MUST SPECIFY THE PRICING AND DELIVERY TERMS. NOTWITHSTANDING ANY ADDITIONAL OR CONTRARY TERMS IN THE PURCHASE ORDER, THE APPLICABLE PROVISIONS OF THIS MPA (EXCEPT FOR PRICING, DELIVERY, PASSAGE OF TITLE AND RISK OF LOSS TO EQUIPMENT, WARRANTY COMMENCEMENT, AND PAYMENT TERMS) WILL GOVERN THE PURCHASE AND SALE OF THE EQUIPMENT OR SOFTWARE ORDERED BY THE PARTICIPATING PUBLIC AGENCY. TITLE AND RISK OF LOSS TO EQUIPMENT WILL PASS AT SHIPMENT, WARRANTY WILL COMMENCE UPON DELIVERY, AND PAYMENT IS DUE WITHIN THIRTY (30) DAYS AFTER THE INVOICE DATE.</p> <p>36 FREIGHT/SHIPPING CHARGES:</p> <ol style="list-style-type: none"> <li>1) ORDERS PLACED THROUGH THE MOTOROLA PARTS &amp; ACCESSORIES DEPARTMENT WILL SHIP FOB DESTINATION, UPS GROUND AT NO CHARGE.</li> <li>2) ORDERS PLACED FOR RADIO AND FACTORY/MANUFACTURED ITEMS SHALL BE CHARGED AT 1.25% OF THE EQUIPMENT TOTAL AND ADDED TO THE PRICE QUOTE.</li> <li>3) EXPEDITED SHIPMENTS VIA AIR (FEDEX ETC.) WHEN REQUESTED BY COUNTY SHALL BE AT COUNTY EXPENSE.</li> </ol> <p>37 PRICING AS PER ATTACHED:</p> <ol style="list-style-type: none"> <li>1. ELECTRONIC CATALOG (ECAT) MOTOROLA PRODUCT CATALOG DATED APRIL 1 2012 AND ANY SUBSEQUENT REVISIONS AND UPDATES.</li> <li>2. EXHIBIT A DATED JULY 1 2012</li> </ol> <p>38 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM</p> <p>CONTRACTOR ACKNOWLEDGES THAT COUNTY HAS ESTABLISHED A GOAL OF ENSURING THAT ALL INDIVIDUALS AND BUSINESSES THAT BENEFIT FINANCIALLY FROM COUNTY THROUGH CONTRACT ARE CURRENT IN PAYING THEIR PROPERTY TAX OBLIGATIONS (SECURED AND UNSECURED ROLL) IN ORDER TO MITIGATE THE ECONOMIC BURDEN OTHERWISE IMPOSED UPON COUNTY AND ITS TAXPAYERS.</p> <p>UNLESS CONTRACTOR QUALIFIES FOR AN EXEMPTION OR EXCLUSION, CONTRACTOR WARRANTS AND CERTIFIES THAT TO THE BEST OF ITS KNOWLEDGE IT IS NOW IN COMPLIANCE, AND DURING THE TERM OF THIS CONTRACT WILL MAINTAIN COMPLIANCE, WITH LOS ANGELES COUNTY CODE CHAPTER 2.206.</p>		

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD CONTRACT NO: MA-IS-1240419-1
	PAGE <b>15</b>
<p>39 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM</p> <p>FAILURE OF CONTRACTOR TO MAINTAIN COMPLIANCE WITH THE REQUIREMENTS SET FORTH IN PARAGRAPH 38 "WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" SHALL CONSTITUTE DEFAULT UNDER THIS CONTRACT. WITHOUT LIMITING THE RIGHTS AND REMEDIES AVAILABLE TO COUNTY UNDER ANY OTHER PROVISION OF THIS CONTRACT, FAILURE OF CONTRACTOR TO CURE SUCH DEFAULT WITHIN 10 DAYS OF NOTICE SHALL BE GROUNDS UPON WHICH COUNTY MAY TERMINATE THIS CONTRACT AND/OR PURSUE DEBARMENT OF CONTRACTOR, PURSUANT TO COUNTY CODE CHAPTER 2.206.</p>	

STANDARD TERMS & CONDITIONS	TERM CONTRACT AWARD CONTRACT NO: MA-IS-1240419-1	
		PAGE <b>16</b>

The County of Los Angeles accepts your offer to furnish our requirements (and such requirements as may be ordered by cities and /or districts indicated herein) of the listed commodity, or service, as needed, subject to conditions of the stated quotation and as provided herein. All Purchase Agreements, Purchase Orders and Contracts will be deemed to be made and entered into the State of California under the constitution and laws of this state and are to be so construed.

~~PRICE GUARANTEE: Unless otherwise provided herein, prices are maximum for the period of this agreement. In the event of a price decline, or, should you at any time during the life of this agreement sell the same material or service under similar quantity and deliver conditions to the State of California, or legal district thereof, or to any county or Municipality within the State of California at prices below those stated herein, you will immediately extend such lower prices to the County of Los Angeles.~~

ATTENTION: VENDOR/DEPARTMENT - SPECIAL NOTE: County departments are not authorized to use this agreement as a purchasing source for products not specifically covered herein. Changes of items, equipment, or modifications to prices, specifications, or conditions, etc., of this agreement can be made only by the Purchasing Agent by issuance of official amendment and in accordance with properly authorized changes agreed upon prior to consummation.

Los Angeles County will not pay for items not listed below that have not been processed in accordance with the above paragraph. Vendor will incur payment problems.

County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this agreement on not less than annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County's determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

**CONTRACTOR RESPONSIBILITY AND DEBARMENT**

1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 5 years, and terminate any or all existing contracts the Contractor may have with the County.
3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is, the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

STANDARD TERMS & CONDITIONS	TERM CONTRACT AWARD CONTRACT NO: MA-IS-1240419-1	
		PAGE 17
<p>5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.</p> <p>6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.</p> <p>7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors.</p> <p style="text-align: center;"><b>PROHIBITION AGAINST USE OF CHILD LABOR</b></p> <p>VENDOR shall:</p> <ol style="list-style-type: none"> <li>1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention concerning Minimum Age for Employment.</li> <li>2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and</li> <li>3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.</li> </ol> <p>Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.</p> <p>Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this Purchase Order or termination of this Agreement and award to an alternative vendor.</p> <p>A. Jury Service Program.</p> <p>This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.</p> <p>B. Written Employee Jury Service policy.</p> <ol style="list-style-type: none"> <li>1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.</li> </ol>		

STANDARD TERMS & CONDITIONS	TERM CONTRACT AWARD CONTRACT NO: MA-IS-1240419-1	
		PAGE <b>18</b>
<p>2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a Copy of the Jury Service Program shall be attached to the agreement.</p> <p>3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the county's satisfaction that Contractor either continues to remain outside of the Jury service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.</p> <p>4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.</p> <p style="text-align: center;"><b>PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS</b></p> <p>Vendors are entitled to receive payment for goods received by, or services provided to the county specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts. Vendors are prohibited from accepting prepayment for goods or services without the express written approval of the County Purchasing Agent.</p> <p style="text-align: center;"><b>ASSIGNMENT BY CONTRACTOR</b></p> <p>A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by county to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor, may have against county.</p> <p>B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.</p> <p>C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without county's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.</p>		

**EXHIBIT A****MA-IS-1240419 CONTRACT AGREEMENT PRICING  
2012-2015****MOTOROLA COMMUNICATIONS EQUIPMENT & SERVICES**

Motorola products & services discount percentages is listed below

Pricing for products & services listed below is located in Motorola  
Product Catalog (ECAT)

Pricing shall be in accordance with Motorola Product Catalog (ECAT) and  
any subsequent revisions and updates

New Products released between contract renewals will be offered to the  
County with prevailing discounts. Motorola will revise Exhibit A to  
included the new products

<b>MOTOROLA PRODUCTS</b>	<b>2012 - 2015 DISCOUNT %</b>
<b>General Information</b>	
<b>Astro Network Management Master Site</b>	
MTC 9600	14.00%
PSC 9600 Site Controller	14.00%
GCP 8000 Site Controller	18.00%
Master Site ASTRO 7.5	14.00%
Master Site ASTRO 7.5 Upgrade Add-On	14.00%
Master Site ASTRO 7.6	14.00%
Master Site ASTRO 7.6 Upgrade Add-On	14.00%
Master Site ASTRO 7.7	14.00%
Master Site ASTRO 7.7 Upgrade Add-On	14.00%
Master Site ASTRO 7.8	14.00%
Master Site ASTRO 7.8 Upgrade Add-On	14.00%
<b>Biometric Applications</b>	

<b>Comparators</b>	
GCM 8000 Comparator	18.00%
ASTRO-TAC 3000 Comparator	15.00%
ASTRO-TAC 3000 Comparator Expansion	15.00%
ASTRO-TAC 9600 Comparator	15.00%
DIGITAC Comparator	15.00%
MLC 8000 Comparators	15.00%
<b>Data Applications</b>	
Digital Patroller 2 (DP-2)	5.00%
DP-2 In-Car Products	5.00%
DP-2 Video Management System (Server)	5.00%
Automatic License Plate Recognition	5.00%
Fixed Automatic License Plate Recognition	5.00%
<b>Enterprise Application</b>	
Motopro Mobility Suite	5.00%
<b>Video Solutions</b>	
Video Cameras	5.00%
Mesh Camera Solutions	5.00%
Multi-Net Mobility	5.00%
Records Management	5.00%
Tx Messenger	5.00%
<b>Data Integrated Solutions Services</b>	
IDSL-Integrated Data Solutions Laboratory	5.00%
<b>Data Subscriber Devices</b>	
<b>Digital Patroller 2</b>	
HPD 1000 Modem	5.00%
MVX In-Car Video System	5.00%
Fixed Automatic License Plate Recognition	5.00%
<b>Vehicular Radio Modem (VRM)</b>	
Vehicular Radio Modem 850	12.00%
<b>Rugged Mobile Computing Devices (ML and MW)</b>	
MW810 Mobile Workstation (F5208)	20.00%
MDR800 and MM1000 Mobile Workstations (F5217)	20.00%
MW800 Mobile Workstation (F5207)	20.00%
<b>Handheld Mobile Computing Devices</b>	
Mobile Computing Devices (ET1, MC75, MC35, MC70, MC9000)	25.00%



<b>Mobile Video Enforcer</b>	
Mobile Digital Video Recorder	5.00%
Digital Video Management Solution	5.00%
RadiolP	5.00%
<b>Digital Conventional Systems</b>	
IP Based Digital Conventional Systems	10.00%
<b>Dispatch Solutions</b>	
<b>CENTRACOM Gold Series</b>	
Gold Series Central Electronics Bank (CEB)	15.00%
Gold Series CEB Boards – BIMS	15.00%
Gold Series CEB Boards – Others	15.00%
Gold Series Computer Hardware Options & Accessory	15.00%
Gold Series Elite	15.00%
Gold Series Elite Networking Equipment	15.00%
Gold Series Embassy	15.00%
Gold Series FLASHport Upgrades	15.00%
Gold Series Headsets	15.00%
Gold Series Licenses	15.00%
Gold Series Spares & Field-Add Items	15.00%
Gold Series Speakers	15.00%
Gold Series Upgrades	15.00%
Motorola Gold Elite Gateway (MGEG)	15.00%
<b>Motorola MCC 7500 Products</b>	
MCC Series Accessories	10.00%
MCC 7500 Dispatch Consoles	15.00%
MCC 7500 Archiving Interface Servers	10.00%
MCC 7500 IP Logging Recorder Products	10.00%
MCC 7500 Conventional Channel Items	15.00%
MCD 5000 Deskset System	15.00%
MCC 5500 Dispatch Console	15.00%
CommandSTAR Lite	15.00%
MC3000 Digital Desktop Controller	15.00%
MC Series Desktop Controllers	15.00%
911	15.00%
MIP 5000 IP Dispatch Console	10.00%
Monitoring and Control Network	10.00%

<b>Logging Solutions</b>	
NiceLog Logging Recorder	10.00%
NiceCall Focus III	10.00%
Dual Instant Recall Recorder	10.00%
MCC 7500 IP Logging Recorder Products	10.00%
NICE Inform	10.00%
<b>Enterprise Applications</b>	
MOTOPRO Mobility Suite	5.00%
<b>Encoders</b>	
No Current Product Offering	
<b>Fire Station Alerting</b>	
Fire Station Alerting 4000	10.00%
<b>Fireground Solutions</b>	
Fireground	5.00%
800MHz Simplex Operation - Frequency Translator	10.00%
<b>Fixed Data Products</b>	
ACE3600 RTU	18.00%
MOSCAD RTU	18.00%
MOSCAD-L RTU	18.00%
MOSCAD-M RTU	18.00%
MOSCAD Toolbox	18.00%
IP Gateways & M-OPC	18.00%
Network Fault Management	18.00%
MDS Data Radios	15.00%
<b>Fixed Stations</b>	
<b>CDR700/CDR500 Repeaters</b>	
CDR700_500	20.00%
<b>GR500 X-Pand 100 Watt Repeaters</b>	
GR1225 Repeaters	20.00%
GR500 X-Pand & RKR1225 Repeater Housings	20.00%
100 Watt Repeater	20.00%
<b>QUANTAR</b>	
ASTRO-TAC Receiver	25.00%
QUANTAR	25.00%
QUANTAR High Power Boost Amplifier	25.00%
QUANTAR Receiver	25.00%
6809 Trunking	25.00%

Outdoor Cabinet for Intellirepeater Base Station	25.00%
Conventional Operations	25.00%
Cabinets and Racks Options	25.00%
General Options	25.00%
INTELLIREPEATER Trunking	25.00%
Kits and Accessories Options	25.00%
MTR2000 Stations/Repeaters/Receivers	25.00%
MTR2000 MOTOTRBO Upgrade	25.00%
MTR3000	25.00%
STR 3000 700 MHz	20.00%
GTR 8000 Expandable Site Subsystem	20.00%
GTR 8000 Base Radio	20.00%
GTR 8000 Site Subsystem	20.00%
GTR 8000 AND GCP 8000 Software Upgrade	20.00%
GTR 8000 Expandable Site Subsystem Channel Ad	20.00%
<b>Fixed Network Equipment</b>	
FullVision	15.00%
Motorola Wireless Communication Sfw(MWCS II)	15.00%
MOTOBIDGE IP Interoperable Solution	15.00%
MOTOMESH Quattro	15.00%
MOTOMESH Extension	15.00%
MOTOMESH Duo	15.00%
MOTOMESH Solo	15.00%
Packet Data Gateway	15.00%
Packet Data Gateway (Rack mount-server based)	15.00%
Packet Data Gateway (HPD)	15.00%
Private Data Systems Software Subscriptions	15.00%
wireless Network Gateway - Rack mount Server-Based	15.00%
High Performance Data Packet Data Gateway	15.00%
WDE1000 2.4/4.9 802.11 PCMCIA Card	15.00%
<b>Fixed Stations Accessories</b>	
Emergency NiCad Batteries	10.00%
Zetron 48 Max	10.00%
Zetron Model 30 Worldpatch	10.00%
Battery Reverting Charger	10.00%
Conventional Simulcast Controller	10.00%
Rapid Deployment Infrastructure	10.00%

Surge Suppression Equipment	15.00%
<b>Fixed Station Antenna Systems</b>	
<b>Low Band</b>	
Low Band Antennas	10.00%
<b>Mid Band</b>	
LOW PIM Antennas VHF	10.00%
LOW PIM Antennas UHF	10.00%
<b>High Band</b>	
High Band Antennas	10.00%
High Band Receiver Multicouplers	10.00%
High Band Circulators/Isolators	10.00%
High Band Duplexers	10.00%
High Band Transmitters/Combiners	10.00%
<b>UHF Band</b>	
UHF Band Antennas	10.00%
UHF Band Circulators/Isolators	10.00%
UHF Band Duplexers	10.00%
UHF Band Filters	10.00%
UHF Band Receiver Multicouplers	10.00%
UHF Band Transmitters Combiners	10.00%
700 MHz Products	10.00%
<b>800 MHz.</b>	
800 MHz. Antennas	10.00%
800/900 MHz. Circulators/Isolators	10.00%
800 MHz. Duplexers	10.00%
800 MHz. Filters	10.00%
800 MHz. Receiver Multicouplers	10.00%
800 MHz. Transmitters Combiners	10.00%
800 MHz Control Station Combiners	10.00%
<b>900 MHz.</b>	
900 MHz. Antennas	10.00%
800/900 MHz. Circulators/Isolators	10.00%
900 MHz. Duplexers	10.00%
900 MHz. Receivers Multicouplers	10.00%
<b>Single Side Band</b>	
Single Side Band Antennas	10.00%
<b>Transmission Lines Super Flex/Low Density Foam</b>	
1/4" Super Flex	10.00%

1/2" Super Flex	10.00%
3/8" LDF Foam Kits	10.00%
1/2" LDF Foam Kits	10.00%
5/8" LDF Foam Kits	10.00%
7/8" New LDF Foam Kits	10.00%
1-1/4" LDF Foam Kits	10.00%
1-5/8" New LDF Foam Kits	10.00%
<b>Aluminum Coaxial Cable</b>	
7/8 Aluminum	10.00%
1 5/8 Aluminum	10.00%
<b>VXL Flexible Cables</b>	
7/8" Extra Flexible Coaxial Cable	10.00%
1-5/8" Extra Flexible Coaxial Cable	10.00%
1-1/4" Extra Flexible Coaxial Cable	10.00%
<b>Aircell Cable</b>	
1/2" Transline Cable	10.00%
7/8" Transline Cable	10.00%
1-5/8" Transline Cable	10.00%
<b>Mobile Stations</b>	
<b>ASTRO Digital APX 7500 Mobile Radios</b>	
APX7500 Mobile Radio	20.00%
APX7500 Consolette	20.00%
<b>ASTRO Digital APX 6500 Mobile Radios</b>	
APX6500 Mobile Radio	20.00%
<b>ASTRO Digital XTL 5000 Mobile &amp; Consolette Radio</b>	
<b>W3 W4 W5 W7 W9 Control Heads</b>	
ASTRO Digital XTL 5000 700/800 MHz	27.00%
ASTRO Digital XTL 5000 UHF/ R1 Mid-Power	27.00%
ASTRO Digital XTL 5000 UHF/ R1 Mid-Power	27.00%
ASTRO Digital XTL 5000 UHF/R1 High Power	27.00%
ASTRO Digital XTL 5000 UHF/R2 MID Power	27.00%
ASTRO Digital XTL 5000 VHF Mid Power	27.00%
ASTRO Digital XTL 5000 VHF High Power	27.00%
<b>O5 and O3 Control Heads</b>	
ASTRO Digital XTL 5000 O5/O3 Control Head Mobile	27.00%
Multiple Control Head XTL 5000 O5 Control Head Mobile	27.00%

<b>XTL 5000 Consolette</b>	
VHF UHF 700/800 & 896-940MHz XTL 5000 Consolette	22.00%
<b>ASTRO Digital XTL 2500 Mobile Radios</b>	
ASTRO Digital XTL 2500 700/800 MHz	22.00%
ASTRO Digital XTL 2500 UHF R1 Mid-Power	22.00%
ASTRO Digital XTL 2500 UHF R2 Mid-Power	22.00%
ASTRO Digital XTL 2500 VHF Mid-Power	22.00%
ASTRO Digital XTL 2500 UHF R1 High-Power	22.00%
ASTRO Digital XTL 2500 VHF High-Power	22.00%
Analog XTL 2500 900MHz	22.00%
Dual Control XTL 2500 All Bands	22.00%
<b>ASTRO Digital XTL 1500 Mobile Radios</b>	
ASTRO Digital XTL 1500 700/800 MHz	22.00%
ASTRO Digital XTL 1500 UHF R1 Mid-Power	22.00%
ASTRO Digital XTL 1500 UHF R2 Mid-Power	22.00%
ASTRO Digital XTL 1500 VHF Mid-Power	22.00%
Analog XTL 1500 900MHz	22.00%
<b>ASTRO Spectra Plus Vocon Upgrade</b>	
Astro Vocon Plus Board	22.00%
<b>CDM750 CDM1250 &amp; CDM1550</b>	
CDM750	42.00%
CDM1250	42.00%
CDM1550	42.00%
<b>CM 200 &amp; 300</b>	
CM 200 Mobile Radio	42.00%
CM 200 Mobile Radio	42.00%
<b>Digital Vehicular Repeater</b>	
Digital Vehicular Repeater UHF	10.00%
Digital Vehicular Repeater 800	10.00%
Digital Vehicular Repeater 700	10.00%
Digital Vehicular Repeater VHF	10.00%
<b>CDM1550 LS+</b>	
CDM1550 LS+	42.00%
<b>CM200</b>	
VHF Models	10.00%
UHF Models	10.00%

<b>CM300</b>	
VHF Models	10.00%
UHF Models	10.00%
In-Vehicle Phones	10.00%
<b>PM Family of Mobiles</b>	
PM1200 VHF Models	10.00%
PM1200 UHF Models	10.00%
PM1500 VHF Models	10.00%
PM1500 UHF Models	10.00%
PDR 3500	22.00%
<b>Interoperability Solutions</b>	
ISSI.1 Network Gateway	10.00%
<b>Mobile Accessories</b>	
Mobile Accesories	15.00%
Min Mag Antennas	10.00%
Parts Antennas	15.00%
<b>Location Solutions</b>	
ASTRO 25 Outdoor Location Solution Overview	10.00%
ASTRO 25 GPS Units	15.00%
ASTRO 25 Location APIs	10.00%
<b>Network Security</b>	
Network Security ASTRO 7x SYSTEMS	5.00%
<b>Networking Products</b>	
Switching and Routing Center	15.00%
Modems and Modem Cards	15.00%
Network Products Routers	15.00%
Network Products Channel Banks	15.00%
Network Products Digital Cross Connect Switches	15.00%
Network Products LAN Switches / HUBS Models	15.00%
Network Products Terminal Servers	15.00%
Network Products Time and Frequency	15.00%
Network Products WAN Switches	15.00%
<b>Paging</b>	
ADVISOR POCSAG	15.00%
ADVISOR FLEX	15.00%

MINITOR V	15.00%
LS355 POCSAG	15.00%
<b>Radio Applications</b>	
Pop25 for Trunking and Conventional	
Presence Notifier Application	15.00%
Advanced System Key	20.00%
<b>Portable Radiophones</b>	
APX Line	
APX 4000	20.00%
APX 7000	20.00%
APX 7000XE	20.00%
APX 6000 700/800 MHz	20.00%
APX 6000 VHF	20.00%
APX 6000 UHF	20.00%
APX 6000XE 700/800 MHz	20.00%
APX 6000XE VHF	20.00%
APX 6000XE UHF	20.00%
ASTRO Digital XTS 5000	
XTS 5000 700/800 MHz	27.00%
XTS 5000 VHF	27.00%
XTS 5000 UHF	27.00%
ASTRO Digital XTS 2500	
XTS 2500 700/800 MHz	24.50%
XTS 2500 900 MHz	24.50%
XTS 2500 VHF	24.50%
XTS 2500 UHF	24.50%
ASTRO Digital XTS 1500	
XTS 1500 700/800 MHz	22.00%
XTS1500 900 MHz	22.00%
XTS 1500 VHF	22.00%
XTS 1500 UHF	22.00%
MT 1500	
MT 1500 800 MHz	30.00%
MT 1500 VHF	30.00%
MT 1500 UHF	30.00%
XTS 4000	
XTS4000 VHF	5.00%



XTS4000 UHF R1	5.00%
MTVA & XTVA Accessories	22.00%
Mobile Vehicular Adapter (MTVA)	20.00%
XTS Vehicular Adapter (XTVA)	22.00%
XTVA Transportable Base Station	22.00%
<b>CP210</b>	
VHF Models	10.00%
UHF Models	10.00%
<b>DTR Series</b>	
DTR550	10.00%
DTR650	10.00%
<b>EX500 EX560 XLS &amp; EX600 XLS</b>	
EX500	30.00%
EX560 XLS	30.00%
EX600 XLS	30.00%
<b>BPR 40</b>	
BPR 40	5.00%
<b>HT1250 LS+ &amp; HT1550 XLS HT1250 LS+</b>	
VHF/UHF Models	43.00%
200 - 700 MHz Models	43.00%
<b>HT750 &amp; HT1250</b>	
HT750	43.00%
HT1250	43.00%
<b>PR400</b>	
VHF Models	10.00%
UHF Models	10.00%
PR860	10.00%
<b>PR1500</b>	
PR1500 VHF	10.00%
PR1500 UHF	10.00%
<b>Radioware Solutions</b>	
TX Application Software	5.00%
<b>Receivers</b>	
ASTRO TAC Receivers	20.00%
MTR 2000 Analog Receivers	20.00%
GPW 8000	20.00%
QUANTAR Receiver	25.00%

<b>Secure Solutions</b>	
<b>ASTRO Digital Interface Unit (DIU)</b>	
ASTRO DIU 3000	14.00%
ASTRO DIU Encryption	14.00%
ASTRO DIU FLASHport Upgrade	14.00%
ASTRO DIU CM FLASHport UCM Upgrade	14.00%
<b>Key Variable Loader (KVL)</b>	
KVL 3000 Plus	14.00%
KVL 3000 Plus FLASHport Upgrade	14.00%
KVL 4000	14.00%
<b>Key Management Facility (KMF)</b>	
Key Management Facility (Integrated Trunking & Conventional)	14.00%
KMF Crypto Card FLASHport Upgrades	14.00%
ASTRO 25 PDEG Encryption Unit	14.00%
PDR 3500	14.00%
MGEG Crypto Card	14.00%
<b>SmartX</b>	
SmartX	14.00%
<b>Railroad Equipment</b>	
No Current Product Offering	
<b>Telephone Interconnect</b>	
DT 1000 & 2000	10.00%
Zetron Model 30 Worldpatch	5.00%
<b>Programming over P25 (POP25)</b>	
<b>POP25 Feature is Available on Select ASTRO 25 Portable Two-Way Radios</b>	
<b>Software Upgrades/FLASHport</b>	
Software Subscription Agreement	0.00%
<b>Infrastructure Software Upgrades/FLASHport ASTRO- TAC FLASHport &amp; Upgrades</b>	
ASTRO-TAC Receiver Conventional Upgrades	20.00%
ASTRO-TAC Receiver Trunked Upgrade	20.00%
ASTRO-TAC & ASTRO-TAC 3000 FLASHport Upgrades	20.00%
ASTRO-TAC 3000 Upgrades	20.00%
<b>QUANTAR Software &amp; Hardware Upgrade</b>	
Software Upgrades/FLASHport	20.00%
Software & Hardware Upgrades/FLASHport	20.00%

STR 3000 FLASHport	20.00%
<b>Programming Software</b>	
Customer Programming Software	5.00%
Radio Service Software	5.00%
<b>Subscriber Software Upgrades/FLASHport</b>	
ASTRO Digital SABER FLASHport Upgrades	5.00%
ASTRO Spectra & AS Consolette FLASHport Upgrade	5.00%
ASTRO Digital SABER UCM FLASHport Upgrade	5.00%
ASTRO Spectra & AS+ Consolette UCM FLASHport Upgrade	5.00%
ASTRO Spectra Plus & AS+ Consolette FLASHport SW	5.00%
ASTRO Spectra Plus UCM FLASHport Software Upgrade	5.00%
MCS 2000 FLASHport Software Upgrade	5.00%
MTS 2000 FLASHport Software Upgrade	5.00%
MT 1500 FLASHport Software Upgrade	5.00%
XTS 1500 FLASHport Software Upgrade	5.00%
XTL 1500 FLASHport Software Upgrade	5.00%
XTS 2500 FLASHport Software Upgrade	5.00%
XTS 2500 UCM FLASHport Software Upgrade	5.00%
XTL 2500 FLASHport Software Upgrade	5.00%
XTS 3000 FLASHport Software Upgrade	5.00%
XTS 3000 UCM FLASHport Software Upgrade	5.00%
XTS 3500 FLASHport Software Upgrade	5.00%
XTS 5000 FLASHport Software Upgrade	20.00%
XTL 5000 & Consolette FLASHport Software Upgrade	20.00%
XTS 5000 UCM FLASHport Software Upgrade	20.00%
XTL 5000/2500 & Consolette UCM FLASHport Upgrade	20.00%
APX 7000 FLASHport Software Upgrade	20.00%
APX 7000 UCM FLASHport Software Upgrade	20.00%
<b>Fixed Wireless (Broadband)</b>	
<b>RF Design Software</b>	
EnterprisePlanner	15.00%
SiteScanner	15.00%
LANPlanner	15.00%
MeshPlanner	15.00%

Private Broadband Networks	15.00%
MeshPlanner	15.00%
PTP (Point to Point)	15.00%
RAD Data Products	15.00%
Point-to-Multipoint	15.00%
Wireless LAN	15.00%
Broadband IP CRYPTR	15.00%
<b>Text Messaging Services Solution</b>	
Text Messaging Services Solution	15.00%
<b>Services Solutions</b>	
<b>Test Equipment</b>	
Service Monitor	5.00%
<b>Trunking Products and Systems</b>	
MTC 3600	
MTC 3600 SMARTNET Single Site Controller	14.00%
MTC 3600 SMARTNET Simulcast Prime	14.00%
MTC 3600 SMARTNET Remote Site Controller	14.00%
MTC 3600 SmartZone Simulcast Prime Site	14.00%
MTC 3600 SmartZone ReSC	14.00%
MTC 3600 SmartZone Remote (Non-Simulcast)	14.00%
MTC 3600 Upgrades	14.00%
<b>SmartZone Network Management &amp; Controllers</b>	
4.1 Network Management	14.00%
4.1 Network Management System Upgrades	14.00%
MZC 3000 Zone Controller	14.00%
MZC 5000 Zone Controller	14.00%
Zone Controller	14.00%
ZC/ZM/UCS 2.03/3.0 Upgrades	14.00%
Simulcast Miscellaneous	14.00%
RF Modems for Site Lens/System Watch	14.00%
<b>Genesis</b>	
GenWatch3 Over The Air Based Solutions	10.00%
GenWatch3 ATIA Based Solutions	10.00%
System Watch 3600 on XP	10.00%
<b>Signal Booster and BDA</b>	
Product Offering Listed in Parts & Accessories	

<b>PassPort and LTR Infrastructure</b>	
<b>Trident</b>	<b>10.00%</b>
<b>Raider Xtreme System</b>	<b>10.00%</b>
<b>Marauder</b>	<b>10.00%</b>
<b>Raider</b>	<b>10.00%</b>
<b>Xtend</b>	<b>10.00%</b>
<b>Replacement Parts, Radio Accessories, Batteries, Kits, and Programming Tools</b>	
<b>Contact Motorola Parts &amp; Accessories Department (800 422 4210) for price quotes.</b>	<b>15.00%</b>
<b>Non-Motorola Mfg. Items - Supply Chain Commodities</b>	
<b>Item discounts will defined by APC Codes. APC Codes for Supply Chain Commodities are as follows: 131, 207, 229, 417, 457, 515, 557, 708, 740, 854</b>	<b>10.00%</b>
<b>Frieght/Shipping Charges - Details</b>	
<ol style="list-style-type: none"> <li>1) Orders placed through the Motorola Parts &amp; Accessories Department will ship FOB destination, UPS ground.</li> <li>2) Orders placed for radio and factory/manufactured items shall be charged at 1.25% of the equipment total and added to the price quote.</li> <li>3) Expedited shipments via air (FedEx etc.) when requested by County shall be at County expense.</li> </ol>	

**Section A: Required Main Model and Options**

For standard Radio Operation (including Motorcycle) **Steps 1 - 9 must be** selected.

**PLEASE READ ALL OPTION DESCRIPTIONS BEFORE MAKING YOUR SELECTION**

**1: Main Model (Must Select One)**

\*\*\*Low/Mid Power\*\*\*

Description	Nomenclature	APC	Price
APX6500 7/800 MHZ MID POWER MOBILE	M25URS9PW1 N	527	\$1,899.00
APX6500 VHF MID POWER	M25KSS9PW1 N	527	\$1,899.00
APX6500 UHF R1 MID POWER	M25QSS9PW1 N	527	\$1,899.00
APX6500 UHF R2 MID POWER	M25SSS9PW1 N	527	\$1,899.00

\*\*\*High Power\*\*\*

Description	Nomenclature	APC	Price
APX6500 VHF HIGH POWER	M25KTS9PW1 N	527	\$2,399.00
APX6500 UHF R1 HIGH POWER	M25QTS9PW1 N	527	\$2,399.00

**2: Operation Mode (Must Select One)**

Description	Nomenclature	APC	Price
ENH: SW ASTRO READY (ANALOG) <small>NOT COMPATIBLE with Encryption Algorithm W969, W793, W797, G625, G298, G851, or G843 when combined with a Trunking Software Option.</small>	G241	656	\$0.00
ENH: ASTRO DIGITAL CAI OP APX	G806	656	\$515.00

**3: System Enhancement Software (Must Select One)**

Description	Nomenclature	APC	Price
ENH: CONVENTIONAL OPERATION APX6500	G48	527	\$500.00
ENH: SMARTNET OPERATION APX	G50	656	\$1,200.00
ENH: SMARTZONE OPERATION APX6500 <small>Requires Advanced System Key option (QA01648 or QA01749)</small>	G51	527	\$1,200.00
ADD: ADVANCED SYSTEM KEY - HARDWARE KEY <small>A SOFTWARE or ADVANCED SYSTEM KEY or WACN KEY is REQUIRED to be purchased with any APX Radio operating in trunking. A SUPPLEMENTAL ID is REQUIRED to be entered when this option is ordered. Please be sure the CORRECT SYSTEM ID is entered. If an incorrect ID is entered, FLASHport will need to be ordered to FIX this error. ADVANCED SYSTEM KEY or WACN KEY will still REQUIRE a DVN4046 to be purchased.</small>	QA01648	655	\$0.00
SW KEY SUPPLEMENTAL DATA	QA01749	655	\$0.00

A SOFTWARE or ADVANCED SYSTEM KEY or WACN KEY is REQUIRED to be purchased with any APX Radio operating in trunking.

ADD: ADVANCED WACN KEY SUPP DATA	QA02018	655	\$0.00
----------------------------------	---------	-----	--------

A SOFTWARE or ADVANCED SYSTEM KEY or WACN KEY is REQUIRED to be purchased with any APX Radio operating in trunking. A SUPPLEMENTAL ID is REQUIRED to be entered when this option is ordered. Please be sure the CORRECT SYSTEM ID is entered. If an incorrect ID is entered, FLASHport will need to be ordered to FIX this error. ADVANCED SYSTEM KEY or WACN KEY will still REQUIRE a DVN4046 to be purchased.

**3b: Optional System Enhancement Software (Not Required)**

<b>Description</b>	<b>Nomenclature</b>	<b>APC</b>	<b>Price</b>
<b>ENH: SMARTZONE OMNILNK MULTZONE SYSTEM SW</b> Automatic Zoning Across Zones, Zone Registration, Trespass Protection, Over the Air Site Alias, 32 Preferred Sites, FastStart and AllStart Call Setup.	G173	656	\$200.00
<b>ADD: P25 TRUNKING SOFTWARE</b> When ordering this option G51 & G806 MUST be ordered. G173 is included at "NO CHARGE".	G361	656	\$300.00
<b>ADD: TDMA OPERATION</b> When ordering an APX6500Li model this option requires QA02756 software package	GA00580	656	\$400.00
<b>ADD: DVRS PSU ACTIVATION</b> Enables DVRS Enhanced PSU functionality on APX Mobile Radios. Requires Digital Operation. QA00631 is to be ordered for radios that are not connected directly to a DVR. If you are connecting your radio directly to a DVR then order GA00631.	QA00631	655	\$100.00
<b>ADD: DVRS MSU ACTIVATION</b> Remote mount, necessary when physically connecting a Mobile Radio with a DVR	GA00631	656	\$250.00

**3c: Optional Data Link Manager CD (Not Required)**

<b>Description</b>	<b>Nomenclature</b>	<b>APC</b>	<b>Price</b>
<b>ADD: DATA LINK MANAGER APP CD- MOBILES</b> Option provides the NVN5424 Data CD. Please order this option if you would like the Data CD, and are unable to obtain it through other sources such as MOL.	QA00205	655	\$0.00

**NOTE: OPTION QA00631 (DVRS PSU) ALLOWS THE MOBILE SUBSCRIBER TO BE USED AS A PSU. AN XTL MOBILE SUBSCRIBER IS STILL REQUIRED AS AN MSU**

**4: Control Head Hardware (Must Select One)**

\*\*\*No Control Head\*\*\*

*No O2, O5, O7 or O9 Control Head*

<b>ADD: NO CONTROL HEAD NEEDED</b> Requires remote mounting option (G67 or G655)	G88	500	\$0.00
---	-----	-----	--------

*No O3 Control Head*

<b>ADD: NO O3 CONTROL HEAD</b>	GA00001	656	\$0.00
--------------------------------	---------	-----	--------

\*\*\*O2 Control Head Hardware\*\*\*

ADD: APX O2 CONTROL HEAD GA00804 656 \$492.00

**\*\*\*O2 Control Head Colored Housing Trigger\*\*\***

FOR THE IMPACT GREEN HOUSING YOU **MUST** STILL ORDER GA00804 ALONG WITH G201

ADD:IMPACT GREEN COLOR HOUSING (O2) G201 656 \$25.00

**\*\*\*O3 Control Head Hardware\*\*\***

Description	Nomenclature	APC	Price
ADD:O3 CONTROL HEAD	G72	656	\$946.00

NOTE: VERSION PMUN1034C WILL NO LONGER SHIP FROM THE FACTORY AS IT HAS BEEN REPLACED BY VERSION PMUN1034E. PMUN1034C IS NO LONGER AVAILABLE

\*Select G90 (No MIC needed) when you order this option\*  
 AVAILABLE IN STANDARD KEYPAD AND LIGHTS AND SIREN KEYPAD VERSIONS. (For lights and siren add GA00806 Trigger Option)

**\*\*\*O5 Control Head Hardware\*\*\***

Description	Nomenclature	APC	Price
ADD: O5 CONTROL HEAD	G442	656	\$432.00

**\*\*\*O7 Control Head Hardware\*\*\***

ADD: APX O7 CONTROL HEAD. GA00805 656 \$632.00

AVAILABLE IN STANDARD KEYPAD AND LIGHTS AND SIREN KEYPAD VERSIONS. (For lights and siren add GA00806 Trigger Option)

**Vehicle Integration**

**\*\*\*O7 Control Head Siren/Light Trigger\*\*\***

Drives Siren & Light Keypad Printing and Factory Programming Software for Light relay operations

ADD:CH SIREN & LIGHTS KEYPAD GA00806 656 \$50.00

Available on O3 and O7 Control Heads

**\*\*\*O9 Control Head Hardware\*\*\***

ADD: O9 CONTROL HEAD GA00245 656 \$1,200.00

Requires Add Options GA00259 and GA00260 for full Lights Control Operation. For Siren operation please order model TT2592 and options TT05707AA and TT05708AA as a separate line item. COMPATIBLE WITH REMOTE MOUNT ONLY!

**(Required for Light and Siren and Gunlock Control)**

Description	Nomenclature	APC	Price
ADD: UNIVERSAL RELAY CONTROLLER	GA00259	656	\$250.00

Required to Control Vehicle Lights with the O3, O7 and O9 Control Heads.

ADD: CABLE LIGHTBAR BOX TO TRANSCVR	GA00260	656	\$15.00
-------------------------------------	---------	-----	---------



Connects Universal Relay Controller to APX Transceiver via a RJ45 and CGAI connection.

ADD: EXTERNAL ALARM RELAY AND CABLE	W116	656	\$75.00
For either HORN or LIGHTS. NOT both			
ADD: GCAI EXTENSION CABLE 2 FT	GA00589	656	\$30.00
For use with 07, 09 Control Heads and GCAI style Mic. KIT #PMKN4093A.			
ADD: REMOTE MOUNT VIP CBL APX	G322	656	\$35.00
Park/Kill, Gunlock, "Horn Ring/Horn Transfer" or Horn/Lights Park/Kill and Horn "Ring/Horn Transfer" only available with Motorola Siren. Gunlock supported on 09 Control Head Only. CORRESPONDING KIT: (HKN6196B)			

**5: Control Head Software** *(Must Always Select G444 - same software for 07, 05, 03 and 02 control heads)*

ADD: APX CONTROL HEAD SOFTWARE	G444	656	\$0.00
--------------------------------	------	-----	--------

**6: Mounting** *(Must Select One for Mid Power Models)*

*\*\*\*If a remote mount cable other than 5 meters (17ft) is desired for G67, please reference the "Remote Mount Cables" section below in Section C: Optional Features\*\*\**

*\*\*\*High Power Models automatically include a Quick Release Keylock Remote Mounting option, no selection is required\*\*\**

Description	Nomenclature	APC	Price
ADD: DASH MOUNT	G66	656	\$125.00
Required for Control Station Operation. O3 Dash mount is identical to remote mount minus the 17' extension cable PMLN4958A			
ADD: REMOTE MOUNT O5 MID POWER	G67	656	\$297.00
Not Compatible with High Power. G67BA is required for Motorcycle Configuration. Motorcycle Remote Mount Option is \$400 DUP.			

**7: RF Antenna**

*\*\*\*No Antenna Needed is Valid For All Bands\*\*\**

Description	Nomenclature	APC	Price
ADD: NO RF ANTENNA NEEDED	G89	656	\$0.00

7/800

Description	Nomenclature	APC	Price
ADD: ANT 3DB LOW-PROFILE 762-870	G174	656	\$43.00
Corresponding kit: HAF4013 Corresponding Motorcycle kit: HAF4018			
ADD: ANT 3DB ELEVATED FEED 762-870	G175	656	\$75.00
NOT Compatible with Motorcycle.			

Corresponding kit: HAF4014.

ADD: ANT 1/4 WAVE 762-870 MHZ G335 656 \$14.00

Corresponding kit: HAF4016

Corresponding Motorcycle kit: HAF4015

\*\*DESIGN MODIFICATIONS ARE BEING MADE TO THIS ANTENNA. THE NEW DESIGN INCLUDES TITANIUM BLACK PLATING, TEARDROP TOP, AND GOLD BUTTON PLATING.\*\*

ALT: ANT 3DB GAIN 762-870MHZ W484 656 \$38.00

Not compatible with Motorcycle.

Corresponding kit: HAF4017.

VHF

Description	Nomenclature	APC	Price
ADD: 3BD ANT 136-174MHZ Not Compatible with Motorcycle Corresponding kit: HAD4022A.	G301	656	\$58.50
ADD: 1/4 WAVE WHIP ROOF TOP 136-144 Corresponding kit: HAD4006 Corresponding Motorcycle kit: RAD4002ARB	G296	656	\$13.50
ADD: 1/4 WAVE ROOF TOP 144-150.8 Corresponding kit: HAD4007 Corresponding Motorcycle kit: RAD4003ARB	G297	656	\$13.50
ADD: 1/4 WAVE ROOF TOP 150.8-162 Corresponding kit: HAD4008 Corresponding Motorcycle kit: RAD4004ARB	G299	656	\$19.50
ADD:1/4 WAVE ROOF TOP ANT VHF Corresponding kit: HAD4009 Corresponding Motorcycle kit: RAD4005ARB	G300	656	\$13.50
1/4 WAVE BROADBAND ANT 146-174 Not Compatible with Motorcycle Corresponding kit: HAD4017.	G629	656	\$64.00
ADD:VHF ANT WIDEBAND 136-174 MHZ Not Compatible with Motorcycle Corresponding kit: HAD4021.	G792	656	\$75.00
ALT: 1/4 WV BDBD ANT 136-162 MHZ	W652	656	\$47.75

UHF R1

Description	Nomenclature	APC	Price
ADD: ANT 3.5DB 380-420 MHZ MAXRAD Not Compatible with Motorcycle Corresponding kit: HAE6010.	G427	656	\$55.00
ADD: ANT 5.0DB 380-420 MHZ MAXRAD Not Compatible with Motorcycle Corresponding kit: HAE6011.	G429	656	\$62.00
ADD: ANT 5.0DB 445-470 MHZ Not Compatible with Motorcycle Corresponding kit: RAE4014ARB.	G430	656	\$110.00
ADD: ANT 1/4 WAVE WHIP 380-420 MHZ Not Compatible with Motorcycle Corresponding kit: HAE6012. **DESIGN MODIFICATIONS ARE BEING MADE TO THIS ANTENNA. THE NEW DESIGN INCLUDES TITANIUM BLACK PLATING, TEARDROP TOP, AND GOLD BUTTON PLATING.**	G425	656	\$25.00
ADD: ANT 1/4 WAVE WHIP 450-470 MHZ	G426	656	\$25.00

Not Compatible with Motorcycle  
 TEMPORARY: Not compatible with U2-7/800 Bandsplit.  
 Corresponding kit: HAE4003.

ADD: ANT 3.5DB 450-470 MHZ G428 656 \$50.00

Not Compatible with Motorcycle  
 Corresponding kit: HAE4011.

ADD: ANT WIDEBAND 380-470 MHZ MAXRA G431 656 \$58.00

Not Compatible with Motorcycle  
 Corresponding kit: HAE6013.

ADD: ANT 2DB WIDEBAND 380-520 MHZ GA00505 656 \$50.00

TEMPORARY: Not compatible with U2-7/800 Bandsplit.  
 Corresponding kit: HAE6031\_

**UHF R2**

Description	Nomenclature	APC	Price
ADD: ANT 5.0DB 445-470 MHZ Not Compatible with Motorcycle Corresponding kit: RAE4014ARB.	G430	656	\$110.00
ADD: ANT 1/4 WAVE WHIP 450-470 MHZ Not Compatible with Motorcycle TEMPORARY: Not compatible with U2-7/800 Bandsplit. Corresponding kit: HAE4003.	G426	656	\$25.00
ADD: ANT 3.5DB 450-470 MHZ Not Compatible with Motorcycle Corresponding kit: HAE4011.	G428	656	\$50.00
ADD: 5DB GAIN ANT 494-512 MHZ Not Compatible with Motorcycle Corresponding kit: RAE4016ARB.	G486	656	\$58.00
ADD: ANT 1/4 WAVE 470-512 MHZ Not Compatible with Motorcycle TEMPORARY: Not compatible with U2-7/800 Bandsplit. Corresponding kit: HAE4004.	G490	656	\$14.00
ADD: ANT 3 DB ROOF TOP 470-495 MHZ Not Compatible with Motorcycle Corresponding kit: HAE4012.	G493	656	\$33.00
ADD: ANT 3 DB ROOF TOP 494-512 MHZ Not Compatible with Motorcycle Corresponding kit: HAE4013.	G494	656	\$33.00
ADD: ANT LOW PROFILE 450-512 MHZ Corresponding kit: HAE6016 TEMPORARY: Not compatible with U2-7/800 Bandsplit. Corresponding Motorcycle kit: HAE6016	G510	656	\$50.00
ADD: 2DB ANT WIDEBAND 450-520 MHZ TEMPORARY: Not compatible with U2-7/800 Bandsplit. Corresponding kit:HAE6015 Corresponding Motorcycle kit:HAE6015	G511	656	\$70.00
ADD: ANT 2DB WIDEBAND 380-520 MHZ TEMPORARY: Not compatible with U2-7/800 Bandsplit. Corresponding kit: HAE6031_	GA00505	656	\$50.00
ADD: ANT ROOF TOP 5 dB 470-494 MHz	GA00652	656	\$81.75

**8: Microphones (Must Select One)**

Description	Nomenclature	APC	Price
ADD: NO MICROPHONE NEEDED	G90	656	\$0.00

Select this option when ordering O3 Handheld Control Head (G72)

<b>ADD: PALM MICROPHONE</b>	W22	656	\$72.00
Corresponding kit: HMN1090			
<b>ADD: KEYPAD MIC GCAI</b>	W20	656	\$180.00
Compatible with motorcycle configuration. Supports Remote Monitor. Remote Monitor feature requires G170 software option. Required for Emergency Hot Mic Operation. Corresponding kit: HMN4079			
<b>ADD: CONTROL STATION DESK GCAI MIC</b>	W382	656	\$169.00
Dash Mount Required Corresponding Kit: RMN5070			
<b>ENH: HAND MIC,GCAI WATER RESISTANT</b>	G892	656	\$72.00
Compatible with motorcycle configuration. Corresponding kit for O5: HMN1089A			
<b>ADD: HANDSET/HANGUP COILED CABLE</b>	G876	656	\$415.00
Coiled Cable, No Toggle Switch Accessory Kit: HKN1017			
<b>ADD: VISOR MIC REMOTE MOUNT</b>	W872	656	\$30.00
Requires G235 Footswitch PTT. Kit Number: RMN5054_			
<b>ADD: MODEL III GCAI KEYPAD HANDSET</b>	GA00221	656	\$295.00
Corresponding kit: HMN4097A			
<b>ADD: GOOSENECK PTT</b>	G233	656	\$56.00
Requires W872 Visor Mic. Kit Number: HMN1087A			
<b>ADD: HANDSET/HANGUP MIC ARMORED CABLE</b>	W874	656	\$300.00
Armored Cable, No Toggle Switch Accessory Kit: HKN1018			
<b>ADD: PTT FOOTSWITCH</b>	G235	656	\$51.00
Requires W872 Visor Mic. Kit Number: GLN7278_			
<b>ADD: PUSHBUTTON PTT</b>	GA00304	656	\$56.00

**9: Speakers (Must Select One)**

\*\*\*G142 NO SPEAKER Required for Control Station\*\*\*

<b>Description</b>	<b>Nomenclature</b>	<b>APC</b>	<b>Price</b>
ADD: SPKR 15W WATER RESISTANT	G831	656	\$60.00
ADD: NO SPEAKER NEEDED	G142	656	\$0.00
ADD: AUXILARY SPKR 7.5 WATT	B18	656	\$60.00
Corresponding kit: HSN4031.			
ADD: AUXILARY SPKR 13W (3.2OHM)	W432	656	\$71.50

**Section B: Control Station and Dual Control Head Requirements**

**CONTROL STATION OPERATION**

**(Mid Power Radios Only)**

I. First, you must review your selection of the following options from "Section 1: Required Options".

- Step 1 (Note: Main Model)
- Step 2 (Note: All listed options are compliant)
- Step 3 (Note: All listed options are compliant)
- Step 4 (Note: O2, O5, O7 Control Head are compatible with Control Station Application- Must only select one).
- Step 5 (Note: Must Select G444. The O2, O5 and O7 Control Head Software is compatible with Control Station Application).
  - Step 6 (Note: Must Select G66. Control Station operation is only offered in Dash mount configuration)
    - Step 7 (Note: All listed options are compliant)
  - Step 8 (Note: Some Microphones are **NOT** compatible. Please read option description).
    - Step 9 (Note: Must Select G142 - No Speaker Needed)

II. You Must Select W665. G91 is needed for control station operation, but is an optional purchase.

**SPECIFIC CONTROL STATION OPTIONS**

**Control Station Operation and Power Supply**

Description	Nomenclature	APC	Price
ADD: CONTROL STATION POWER SUPPLY	G91	656	\$269.00
ADD: BASE STATION APEXWWM	W665	656	\$70.00

III. Features listed in "Section C: Optional Features" are optional, if applicable. Please read the option's description to determine compatibility.

**DUAL CONTROL HEAD RADIO**

What is an APX6500 Dual Control Head Configuration? The APX6500 mobile radio and the O2, O5 or O7 control head can be configured in a dual control head configuration to support up to 2 control heads on a single transceiver. This allows control of a single APX6500 transceiver from 2 different control head locations. The O2 and O7 control head can be paired but are not orderable as a GA00092.

**DUAL CONTROL HEAD ORDERING PROCEDURES**

\*\*\* Dual Control Head Always Requires the O2, O5, O7 Control Head Hardware (G442) \*\*\*

\*\*\* When Ordering Dual Control Heads Only One Type Control Head Can Be Selected\*\*\*

\*\*\* Dual Control Head Always Requires Control Head Software (G444) \*\*\*

\*\*\* Dual Control Head Radios Always Require the Dual Control Head Option (GA00092).\*\*\*

This Dual Control Head Option QTY should ALWAYS equal the main line item Qty.

Description	Nomenclature	APC	Price
ADD: DUAL-CONTRL HD HARDWARE	GA00092	656	\$570.00

\*\*\* Dual Control Head Always Requires Remote Mount \*\*\*

\*\*\* THERE IS NO STANDARD 17' CABLE OFFERED FOR A DUAL CONTROL HEAD CONFIGURATION. YOU MUST ALWAYS ORDER ONE CABLE PER CONTROL HEAD \*\*\*

Description	Nomenclature	APC	Price
ADD:CBL REMOTE MOUNT 10 FEET Corresponding kit: HKN6170	G618	656	\$10.00
ADD: REMOTE MOUNT CBL 17 FEET Included at no charge with Single Control Head Remote Mount installations and High Power. Corresponding kit: HKN6169	G628	656	\$15.00
ADD: REMOTE MOUNT CBL 30 FEET Corresponding kit: HKN6168	G610	656	\$25.00
ADD: REMOTE MOUNT CBL 50 FEET Corresponding kit: HKN6167	G609	656	\$35.00
ADD:CBL REMOTE MOUNT 75 FEET Corresponding kit: HKN6166A	G607	656	\$45.00
ADD:REMOTE MOUNT CBL 115 FEET Corresponding kit: HKN6165	G879	656	\$55.00

\*\*\* Total # of microphones must match the total # of control heads being ordered. The G90 "No Mic Needed" option counts as a mic option \*\*\*

\*\*\*\* Total # of speakers must match the total # of control heads being ordered. The G142 "No Speaker Needed" option counts as a speaker option \*\*\*

NOTE: DEK BOX Hardware cannot be ordered as an option with Dual Control Head. You must order individual DEK Box Kits for each control head you need to have DEK box hardware.

**ASTRO** Advanced Messaging Solution (AMS)

The ASTRO 25 Advanced Messaging Solutions is the latest messaging platform from Motorola Solutions and will replace ASTRO Text Messaging Service (TMS). As a complete end-to-end solution it leverages the core assets of ASTRO 25 IV&D/CID networks, ASTRO 25 radios, Integrated Command Center applications and Unified Network Services. The application allows responders to send/receive messages and run database queries from ASTRO 25 data enabled portable radios, extending real time information access to the field so dispatchers and first responders can be more efficient and achieve safer outcomes.

Provides functional parity with TMS and leverages the PremierOne messaging services platform, offering multiple configurations to enhance and extend core messaging functionality that can include queries and dispatch notifications. Based upon the configuration chosen, ASTRO 25 Advanced Messaging Solution extends Computer Aided Dispatch (CAD) information beyond the vehicle to select ASTRO 25 Portable radios.

Many Public Safety agencies have experienced the benefits of messaging and sharing important information to/from the communication center (dispatch) and vehicles equipped with MDT's. With ASTRO 25 Advanced Messaging Solution we are extending that capability to responders when Outside the Vehicle.

ASTRO Advanced Messaging Solution will be available on APX 7000 Dual Display Portable radios. Advanced Messaging is NOT supported on APX 7000 Top Display Portable radios.

**Ordering ASTRO Advanced Messaging Solution for APX Mobiles Require: (Note: some control heads are not available on all main models)**

- O9, O7, O5, O3 or O2 Control Heads
- With O2 or O5 Control Heads Require Keypad Mic (W20)
  - ASTRO Digital CAI Operation (G806)
    - P25 Conventional (G48)
    - Packet Data Interface (W947)
- OR**
- O9, O7, O5, O3 or O2 Control Heads
- With O2 or O5 Control Heads Require Keypad Mic (W20)
  - ASTRO Digital CAI Operation (G806)
    - SmartZone Operation (G51)
  - ASTRO Project 25 Trunking Software (G361)
    - Packet Data Interface (W947)

**NOTE:** There is no specific option to order for the Advanced Messaging Solution on the subscribers as the functionality is included in the Packet Data option. Also, the text messaging functionality carries a per-radio charge on the server side of \$50 (one time license fee to access messaging services) per radio. When adding query the fee is \$125 per radio. For additional ordering guidelines of the AMS feature which includes the server and radio license fees, please visit -

<http://ecat.comm.mot.com/ecat/pricebooks/dup/MCCP.htm>

**Section C: Optional Features**

The following options are **optional** and will provide additional capabilities, if required.

**System Enhancement Options**

Description	Nomenclature	APC	Price
ADD: MULITCAST VOTING SCAN <small>This feature allows for voting of the Conventional Channels ONLY.</small>	G387	656	\$200.00
ENH: OVER THE AIR PROVISIONING <small>Compatible with P25 Trunking OR ASTRO Conventional only; There is NO Analog</small>	G996	656	\$100.00

Functionality for this feature. Requires W947 Data option. To do in field POP25 programming must use Advanced System Key (DVN4046A). Single unit POP25 with batch programming for trunking configuration coming in future.

ADD: RS232 PACKET DATA INTERFACE	W947	656	\$200.00
ADD: ENHANCED DATA APX	QA03399	656	\$150.00
Smartzone (H38/G51), Digital (Q806/G806), IV&D (Q947/W947) and P25 Trunking (Q361/G361) are required when ordering the Enhanced Data option			
ADD: GPS ACTIVATION	GA00229	656	\$100.00
Requires IV&D Activation.			
ADD: SITE SELECTABLE ALERT FOR P25 TRUNKING	GA00982	656	\$150.00
ENH: ENH: RADIO TRACE	G170	656	\$75.00
Requires keypad mic (W20) when ordered with O5 control head.			
ADD: TRUNKED ONE TOUCH BUTTON APX	G683	656	\$150.00
ADD: APX6500 RADIO AUTHENTICAT	GA01767	527	\$100.00
Requires P25 Trunking (G361)			
ENH: ENHANCEMENT LEVEL 2	GA01771	527	\$200.00
Please reference the Enhancement Level Reference Guide for more details.			

[Enhancement Level Reference Guide](#)

**GPS Antennas**

**\*\*\*Selection is required when ordering GA00229, GPS Activation\*\*\***

<b>Description</b>	<b>Nomenclature</b>	<b>APC</b>	<b>Price</b>
ADD: NO GPS ANTENNA NEEDED	GA00235	656	\$0.00
ADD: GPS ANTENNA	GA00226	656	\$75.00
ADD: GPS ANTENNA GLASS MT	GA00270	656	\$75.00

[GPS Outdoor Location Solution Overview](#)

**Encryption Algorithms**

**All APX6500 Mobile Radios ship standard with Single Key Advanced Digital Privacy (ADP).**

**\*\*\*ADP Privacy is not FIPS compliant - ADP Privacy not supported by OTAR - ADP is digital P25 conventional / P25 trunking only\*\*\***

<b>Description</b>	<b>Nomenclature</b>	<b>APC</b>	<b>Price</b>
ADD: MULTIPLE KEY ENCRYPTION OPERATION	W969	656	\$330.00
REQUIRED when using more than one encryption algorithm or encryption key.			
ADD: ENCRYPTION P25 & MDC OTAR	G298	656	\$740.00
Includes Multi-key (W969) and Trunking OTAR. Includes Tactical OTAR. Tactical OTAR can only be utilized when IV&D is purchased.			
ADD: AES ENCRYPTION APX7500	G843	656	\$475.00
Requires P25 operation.			
ADD: DES/DES-XL/DES-OFB ENCRYPTION	G625	656	\$599.00
Analog Secure (DES and DVP) supported in radios shipped past June 1, 2010.			
ADD: DVP-XL ENCRYPTION APX7500	W797	656	\$487.00
Analog 25 Khz Only supported in radios shipped past June 1, 2010.			
ADD: AES/DES-XL/DES-OFB ENCRYPTION	G851	656	\$799.00
G851 is NOT compatible with G843 and G625. W969 Multi-key required for use of			



more than 1 key. Analog Secure (DES and DVP) supported in radios shipped past June 1, 2010. AES and DES-OFB Operation Require Digital (G806).

ADD: 3 DAY KEY RETENTION APX	GA00236	656	\$100.00
Includes GA00227 REMOVABLE MEMORY 1 GB.			

**Expandable Memory**

Description	Nomenclature	APC	Price
ADD: REMOVABLE MEMORY 1 GB	GA00227	656	\$75.00
Not compatible with GA00236 (ADD: 3 DAY KEY RETENTION APX) since 1 GB memory is included with that option.			

**Remote Mount Cables**

*(All cables are for 07 or 05 control head only)*

*(The 5 meter (17 FT) Cable Ships Standard)*

Description	Nomenclature	APC	Price
ADD:CBL REMOTE MOUNT 10 FEET Corresponding kit: HKN6170	G618	656	\$10.00
ADD: REMOTE MOUNT CBL 30 FEET Corresponding kit: HKN6168	G610	656	\$25.00
ADD: REMOTE MOUNT CBL 50 FEET Corresponding kit: HKN6167	G609	656	\$35.00
ADD:CBL REMOTE MOUNT 75 FEET Corresponding kit: HKN6166A	G607	656	\$45.00
ADD:REMOTE MOUNT CBL 115 FEET Corresponding kit: HKN6165	G879	656	\$55.00
ADD: REMOTE MOUNT CABLE 131 FT ***For Dual/Tri/Quad configurations, the total cable length may not be greater that 131 ft (40 meters). Therefore, this cable should not be used with a dual, tri, or quad control radio*** Corresponding kit: HKN6164	G582	656	\$65.00

**DEK**

Description	Nomenclature	APC	Price
ADD: STATUS/MESSAGE 8 NOT compatible with O3 or Motorcycle Control Heads. Not compatible with Dash Mount configuration. Requires Remote Mount configuration. CORRESPONDING KIT: H1838A	W355	656	\$475.00
ADD: STATUS/MESSAGE 16 NOT compatible with O3 or Motorcycle Control Heads. Not compatible with Dash Mount configuration. Requires Remote Mount configuration. CORRESPONDING KIT: H1839A	W374	656	\$650.00

**Direct Mode Entry**

Description	Nomenclature	APC	Price
ADD: 8 MODE DIRECT ENTRY NOT compatible with O3 or Motorcycle Control Heads. Not compatible with Dash Mount configuration. Requires Remote Mount configuration.	W599	656	\$180.00

CORRESPONDING KIT: H1835A			
ADD: 16 MODE DIRECT ENTRY	W614	656	\$360.00
NOT compatible with O3 or Motorcycle Control Heads. Not compatible with Dash Mount configuration. Requires Remote Mount configuration.			
CORRESPONDING KIT: H1836A			
ADD: 24 MODE DIRECT ENTRY	W615	656	\$540.00
NOT compatible with O3 or Motorcycle Control Heads or W269 Siren/PA or other DEK or Direct Mode Entry Selections. Not compatible with Dash Mount configuration. Requires Remote Mount configuration.			
CORRESPONDING KIT: H1837A			

**WHELEN SIREN (MOTOROLA COMPATIBLE)**

**NOTE: THE NEW SIREN IS COMPATIBLE WITH APX AND XTL MOBILES WITH "O" SERIES CONTROL HEADS ONLY. THIS SIREN IS NOT COMPATIBLE WITH ANY "W" SERIES CONTROL HEADS**

**THE SIREN BASE MODEL TT2592, ONE CABLE AND THE SIREN MOUNTING HARDWARE TT0507 MUST ALWAYS BE ORDERED (THIS SIREN IS ORDERED AS A SEPARATE LINE ITEM, TT2592 IS THE MODEL)**

**DEK OPTIONS ARE AVAILABLE AS OPTIONS TO THE SUBSCRIBER AS SHOWN BELOW**

<b>Description</b>	<b>Nomenclature</b>	<b>APC</b>	<b>Price</b>
WHELEN/MOTOROLA SIREN	TT2592	656	\$395.00
SIREN HARDWARE INSTALL KIT	TT05707AA	656	\$20.00
SIREN TO RADIO CABLE	TT05708AA	656	\$65.00
SIREN TO DEK CABLE - O3 CONTROL HEAD ONLY	TT05709AA	656	\$78.00

**SIREN DEK/SWITCH OPTIONS**

ADD: DEK FOR WHELEN SIREN W/ O3 CH ONLY	GA00812	656	\$105.00
Corresponding kit: H1882A.			
ADD: DEK FOR WHELEN SIREN	GA00814	656	\$105.00
Corresponding kit: H1883A.			

**Auxiliary WILDCARD**

<b>Description</b>	<b>Nomenclature</b>	<b>APC</b>	<b>Price</b>
ADD: AUXILIARY SWITCH PANEL	W591	656	\$165.00
Corresponding kit: HLN1196. Remote Mount Required. NOT compatible with O3 control head or motorcycle.			

**Alarm**

<b>Description</b>	<b>Nomenclature</b>	<b>APC</b>	<b>Price</b>
ADD: EXTERNAL ALARM RELAY AND CABLE	W116	656	\$75.00
For either HORN or LIGHTS. NOT both			

**Emergency**

Description	Nomenclature	APC	Price
ADD: EMERGENCY ID EXT. FOOTSWITCH Corresponding kit: HLN5113.	W470	656	\$56.00
ADD: EXTERNAL EMERGENCY PUSHBUTTON Corresponding kit: HLN5131	W688	656	\$56.00

**Data Cables**

Description	Nomenclature	APC	Price
ADD: RS232 DATA INTFC CBL DASH 6 FT RS232 DATA CABLE Corresponding kit: HKN6160A.	G303	656	\$50.00
ADD: RS232 DATA INTFC CBL TRK 20 FT RS232 DATA CABLE Corresponding kit: HKN6161A.	G304	656	\$50.00
ADD: USB DATA INTFC CABLE-DASH 6 FT USB W/IGNITION SENSE Corresponding kit: HKN6163B. Can be used to program APX Mobile Radios.	G308	656	\$50.00
ADD:USB DATA INTFC CABLE-TRK 16.5 FT USB W/IGNITION SENSE Corresponding kit: HKN6172B. Can be used to program APX Mobile Radios.	G309	656	\$50.00

**RF Modem**

Description	Nomenclature	APC	Price
ENH: ENABLE RF MODEM  The APX mobiles do not support Site Lens or System Watch. Therefore, the APX RF Modem function does not support the legacy System Watch or Site Lens applications. The APX RF Modem supports Conventional or 9600 Trunking only. Enabling the RF Modem in conventional mode allows provisioned APX portables to pass accountability data through the portable option Q445.	G319	656	\$0.00

**RF ID Tag**

Description	Nomenclature	APC	Price
ADD: RFID LABEL	GA00268	656	\$15.00

**Service Options**

Description	Nomenclature	APC	Price
ENH: 1 YR SFS LITE	G400	185	\$64.00
ENH: 2 YR SFS LITE	G24	185	\$121.00
ENH: 3 YR SFS LITE	G398AU	185	\$182.00
ENH: 4 YR SFS LITE	GA00318	185	\$246.00
ENH: SFS COMPREHENSIVE	GA00249AC	185	\$265.00
ENH: CANADA 3 YR SFS LITE	GA00314	386	\$200.00
ENH: CANADA 5 YR SFS LITE	GA00317	386	\$274.00

**Amplifier**

(\*\*\*UHF and VHF Mid and High Power Radios Only\*\*\*)

Description	Nomenclature	APC	Price
ADD: RF PREAMP Option applies only to VHF & UHF radios. Incompatible with the O9 control head	W12	656	\$66.00

**Mounting Lock**

Description	Nomenclature	APC	Price
ADD: KEY LOCK MOUNT APX Remote Mount Mid Power Only.	W81	656	\$33.00

**Test Results**

Description	Nomenclature	APC	Price
ADD: PRINTED TEST RESULTS APEX	G799	656	\$10.00

**Section D: Aftermarket Accessories**

**Antenna**

*7/800*

Description	Nomenclature	APC	Price
ANTENNA (762-870 MHZ) 3DB LOW-PROFILE	HAF4013	500	\$43.00
ANTENNA (762-870 MHZ) 3DB ELEVATED FEED	HAF4014	500	\$75.00
ANTENNA (762-870 MHZ) 1/4 WAVE	HAF4016	500	\$23.00
ANTENNA (762-870 MHZ) 3DB GAIN COLLINEAR	HAF4017	500	\$38.00

*VHF*

Description	Nomenclature	APC	Price
ANTENNA, VHF (136-144MHZ) 1/4 WAVE ROOF TOP High Band Quarter Wave Antenna. Roof Mount, Mini UHF Connector, Frequency Range: 132-174 MHz., Power: 150 Watts Max., Gain: Unity, VSWR: Less than 1.5:1, Impedance 50 Ohms, nominal	HAD4006	554	\$19.50
ANTENNA, VHF (144-150.8 MHZ) 1/4 WAVE ROOF TOP High Band Quarter Wave Antenna. Roof Mount, Mini UHF Connector, Frequency Range: 132-174 MHz., Power: 150 Watts Max., Gain: Unity, VSWR: Less than 1.5:1, Impedance 50 Ohms, nominal	HAD4007	554	\$19.50
ANTENNA, VHF (150.8-162 MHZ) 1/4 WAVE ROOF TOP High Band Quarter Wave Antenna. Roof Mount, Mini UHF Connector, Frequency Range: 132-174 MHz., Power: 150 Watts Max., Gain: Unity, VSWR: Less than 1.5:1, Impedance 50 Ohms, nominal	HAD4008	554	\$19.50
ANTENNA, VHF (162-174 MHZ) 1/4 WAVE ROOF TOP High Band Quarter Wave Antenna. Roof Mount, Mini UHF Connector, Frequency Range: 132-174 MHz., Power: 150 Watts Max., Gain: Unity, VSWR: Less than 1.5:1, Impedance 50 Ohms, nominal	HAD4009	554	\$19.50
ANTENNA VHF 1/4 WAVE	RAD4002ARB	554	\$100.00

ANTENNA VHF 1/4 WAVE	RAD4004ARB	554	\$100.00
ANTENNA VHF 1/4 WAVE	RAD4005ARB	554	\$75.00
ANTENNA 132-174 3DB GAIN	HAD4022A	585	\$65.50
ANT ROOF MT WB VHF 146/174	HAD4017A	500	\$44.00

### Adapters

Description	Nomenclature	APC	Price
AUDIO CABLE ADAPTER	HKN6158	500	\$49.00
ADAPTER CABLE DATA	HKN6159	500	\$49.00
KEYLOADING CABLE ADAPTER (GCAI)	HKN6182	514	\$41.50

Used to adapt keyload cable TKN8531 for all APX 7500, APX,6500, APX4500, XTL 5000 and XTL 2500. Not compatible with XTL1500.

### Bull Horns for Sirens and Public Address

Description	Nomenclature	APC	Price
SPEAKER SIREN, ROUND W/CHROME & BLACK	TDN6251	706	\$329.00
SPEAKER RECTANGULAR WITH CHROME FINISH	TDN6252	706	\$265.00
SPEAKER UNDERHOOD WITH GRAY FINISH	TDN6253	706	\$220.00
SPEAKER ROUND WITH GRAY FINISH	TDN6254	706	\$248.00

### Control Station Tray and Power Supply

Description	Nomenclature	APC	Price
MOBILE DESK TRAY	HLN6042	617	\$77.00
PS 14V 10A 117/240 VAC.	HPN4007C	500	\$296.00

### Customer Programming Software

CABLE CH, PROGRAMMING,USB	HKN6184C	518	\$85.00
---------------------------	----------	-----	---------

HKN6184C - Used to program the radio with Customer Programming Software and Tuner Software. Compatible with APX mobile radios.

### Programming and Data Cables (Please see [CPS PART NUMBER GUIDE](#) for cable descriptions)

CABLE KIT 20' DATA	HKN6161	476	\$50.00
--------------------	---------	-----	---------

RS232 Data Interface Cable - REMOTE

CABLE CH, PROGRAMMING,USB	HKN6184C	518	\$85.00
---------------------------	----------	-----	---------

HKN6184C - Used to program the radio with Customer Programming Software and Tuner Software. Compatible with APX mobile radios.

CABLE, DATA, USB, 4.5M, XTL5000	HKN6172B	500	\$85.00
---------------------------------	----------	-----	---------

### DEK/VIP

Description	Nomenclature	APC	Price
AUDIO CABLE ADAPTER	HKN6158	500	\$49.00

ADAPTER CABLE DATA	HKN6159	500	\$49.00
KEYLOADING CABLE ADAPTER (GCAI)	HKN6182	514	\$41.50
Used to adapt keyload cable TKN8531 for all APX 7500, APX,6500, APX4500, XTL 5000 and XTL 2500. Not compatible with XTL1500.			

**Emergency**

Description	Nomenclature	APC	Price
EMERGENCY FOOT SWITCH	HLN5113	604	\$61.75

**Microphones**

XTL5000 KEYPAD MICROPHONE	HMN4079D	500	\$320.00
AS. SPECTRA & XTL5000 DESKTOP MIC	RMN5070A	706	\$172.00
HANDSET/HANGUP (HANGUP CUP)	HLN1457	706	\$285.00
MODEL III KEYPAD TELEPH HANDSET KIT	HMN4097A	706	\$295.00
PUSH BUTTON PTT	RLN5926A	706	\$39.00

**Microphone Extension Cable**

Description	Nomenclature	APC	Price
CABLE, MOBILE MIC EXTENSION, 10FT	PMKN4033A	706	\$42.00
Not for use with the W20 GCAI Microphone.			

**Power**

Description	Nomenclature	APC	Price
POWER CABLE, 10 FT. (LOW/MID POWER) 30 & 35 WATT	HKN4191	412	\$18.00
POWER CABLE, 20 FOOT TO 12V BATTERY	HKN4192	508	\$38.25
VHF & UHF models.			
CABLE, POWER, 100W	HKN6110	585	\$37.00
CONTROL HEAD / IGNITION SENSE POWER CABLE	HKN6188	514	\$20.75

**Programming AND Flash**

CABLE CH, PROGRAMMING,USB	HKN6184C	518	\$85.00
HKN6184C - Used to program the radio with Customer Programming Software and Tuner Software. Compatible with APX mobile radios.			

**O5 Remote Mount Cables**

CABLE, REMOTE MOUNT, 5M	HKN6169B	518	\$58.00
CABLE, REMOTE MOUNT, 15M	HKN6167B	518	\$75.00
CABLE, REMOTE MOUNT, 75 FT	HKN6166	514	\$80.00
CABLE, REMOTE MOUNT, 115 FT	HKN6165	514	\$105.00
CABLE,REMOTE MOUNT,131 FT	HKN6164	514	\$122.00

**O3 Remote Mount Cables**

O3 CAN 17' EXTENSION CABLE	PMLN4958A	585	\$94.50
O3 Remote Mount Cable. Included in O3 Remote Mount G67 Option			

*O3 Remote Mount Cable*

Description	Nomenclature	APC	Price
O3 CAN 18' EXTENSION CABLE	PMLN4958	500	\$94.50
Included in O3 Remote Mount G67 Option			

**Siren/DEK**

**Please include the H1831 model when ordering the following for DEKs:**

Description	Nomenclature	APC	Price
ODYSSEY CH DEK KIT	H1831	500	\$35.75
Includes cable and mounting hardware.			
8 STATUS MESSAGE DEK KIT	H1838	656	\$475.00

**Speakers**

Description	Nomenclature	APC	Price
EXTERNAL WATER RESISTANT SPEAKER 15 WATTS	HSN4040A	795	\$76.00
MCS EXT SPKR 13W	HSN4032B	500	\$71.50
EXTERNAL 7.5 WATT WATER RESISTANT REMOTE MOUNT SPEAKER	HSN4038	476	\$60.50
MCYCLE WP SPEAKER	HSN6003B	500	\$63.50

**Miscellaneous**

Description	Nomenclature	APC	Price
WILDCARD	HLN1196	412	\$400.00

**Manuals**

\*\*\* Currently, the APX6500 O5 User Guide and the APX6500 O5 Install Manual can be downloaded from [MOL \(Motorola Online\)](#). \*\*\*

\*\*\* These documents can be found in Resource Center > Product Information > Manuals > Two-Way Mobile \*\*\*

**Section E: Control Head Conversion AND Retrofit Allied Sales Models**

PLEASE READ **ALL** ALLIED MODEL AND OPTION DESCRIPTIONS BEFORE MAKING YOUR SELECTION

FYI: THE FOLLOWING ALLIED SALES MODELS ARE ORDERABLE VIA COF, MOL, AND R12 ONLY - THESE KITS ARE NOT STOCKED IN THE AFTERMARKET PARTS DIVISION

**NOTE: IF YOU WOULD LIKE AN EXTENSION CABLE FOR YOUR O3 CONTROL HEAD TO MAKE YOUR O3 A REMOTE MOUNT, PLEASE ORDER H1849B. (IF ORDERING THIS KIT ALONG WITH ANOTHER ALLIED SALES MODEL, PLEASE ORDER THEM AS SEPARATE LINE ITEMS)**

**Control Head Conversion Allied Sales Models**

APX RETROFIT ALLIED SALES MODELS

**HIGH POWER**

HIGH POWER O3 CONTROL HEAD TO O5 CONTROL HEAD REMOTE MOUNT (REQUIRES MICROPHONE OPTION)

O3 TO O5 RM HIPWR W/CH	H1840	656	\$650.00
------------------------	-------	-----	----------

**MID POWER**

MID POWER O3 CONTROL HEAD TO O5 CONTROL HEAD DASH MOUNT (REQUIRES MICROPHONE OPTION)

Description	Nomenclature	APC	Price
O5 MID POWER DASH CONVERSION KIT	H1819	500	\$650.00
<small>Contains complete O5 dash control head and O5 dash transceiver faceplate. O5 mic available as option. Does not include transceiver trunion. If you have a secure capable unit with HLN6876 (3 DAY KEY RETENTION BOARD) or HLN6877 (30 SEC KEY RETENTION BOARD), you must replace it with either MHLN6918 (3 DAY KEY RETENTION BOARD) or MHLN6919 (30 SEC KEY RETENTION BOARD).</small>			

MID POWER O3 CONTROL HEAD TO O5 CONTROL HEAD REMOTE MOUNT (REQUIRES MICROPHONE OPTION)

Description	Nomenclature	APC	Price
O3 RM TO O5 RM MP RETROFIT KIT	H1843	656	\$650.00

O3 CONTROL HEAD DASH MOUNT TO O3 CONTROL HEAD REMOTE MOUNT

Description	Nomenclature	APC	Price
O3DM TO O3 RM MIDPWR NOCH	H1849	656	\$159.00

MID POWER O5 CONTROL HEAD REMOTE MOUNT TO O3 CONTROL HEAD DASH MOUNT

Description	Nomenclature	APC	Price
O5 REM TO O3 DM MIDPWR W/CH	H1847	656	\$625.00

MID POWER O5 CONTROL HEAD REMOTE MOUNT TO O5 CONTROL HEAD DASH MOUNT



Description	Nomenclature	APC	Price
O5 RM TO O5 DM MIDPWR NOCH	H1848	656	\$159.00

MID POWER O5 CONTROL HEAD DASH MOUNT TO O5 CONTROL HEAD REMOTE MOUNT

Description	Nomenclature	APC	Price
O5 DM TO O5 RM MP RETROFIT KIT	H1853	656	\$325.00

## 07 Control Head Kits

Description	Nomenclature	APC	Price
O7 CH DASH MOUNT RETROFIT KIT	H1869	656	\$850.00

Description	Nomenclature	APC	Price
O7 CH REMOTE MOUNT RETROFIT KIT	H1870	656	\$772.00

## 02 Control Head Kit

itemhn=h1872,0#

### Microphones

Description	Nomenclature	APC	Price
ADD: NO MICROPHONE NEEDED	G90	500	\$0.00

Select this option when ordering W3 Handheld Control Head (G92/G72)  
For Remote Monitor with XTL 5000 with W4/W5/W7/W9 you must order mic option G787.

For Remote Monitor with XTL 5000 O5 and XTL 2500 you must order mic option W20.

ADD: PALM MICROPHONE	W22	500	\$72.00
----------------------	-----	-----	---------

Corresponding kit for W4, W5, W7: HMN1080  
Corresponding kit for W9: HMN1081  
Corresponding kit for O5 and XTL2500: HMN1090

ADD: KEYPAD MIC (GCAI)	W20	514	\$180.00
------------------------	-----	-----	----------

Compatible with motorcycle configuration. Supports Remote Monitor for XTL 5000 O5 and XTL 2500. Remote Monitor feature requires G170 software option.  
Required for Emergency Hot Mic Operation.  
Corresponding kit: HMN4079

## 9: Speakers (OPTIONAL)

Description	Nomenclature	APC	Price
ADD: SPKR 15W WATER RESISTANT	G831	656	\$60.00

ADD: NO SPEAKER NEEDED	G142	656	\$0.00
------------------------	------	-----	--------

ADD: AUXILARY SPKR 7.5 WATT	B18	656	\$60.00
-----------------------------	-----	-----	---------

Corresponding kit: HSN4031.

ADD: AUXILARY SPKR 13W (3.2OHM)	W432	656	\$71.50
---------------------------------	------	-----	---------

**Section G: Remote Control Head Replacement AND Multiple Control Head Allied Sales Model**

**PLEASE READ ALL ALLIED MODEL AND OPTION DESCRIPTIONS BEFORE MAKING YOUR SELECTION**

**Remote Control Head Replacement AND Multiple Control Head Retrofit Kit**

The APX 7500 Remote Control Head Replacement AND Multiple Control Head Retrofit allied sales model provide the following:

- QTY 1: **REMOTE** mount control head assembly that includes a control head + flex cable + control head interface board rear housing (CHIB)
  - Qty 1: Remote Control Head Power cable (HKN6188)
  - Qty 1: Remote Control Head Mounting trunion and hardware
    - Qty 1: Manual CD and dust cover kit
    - OPTION: Must select a microphone option
    - OPTION: Must select a speaker option
    - OPTION: Must select a remote cable option

**\*\*\*IF YOU ARE ADDING A CONTROL HEAD TO CONVERT A SINGLE CONTROL REMOTE MOUNT RADIO TO A DUAL CH CONFIGURATION THEN YOU MUST MAKE SURE THE RADIO HAD VERSION 6.9 SOFTWARE OR GREATER.**

**THE ALLIED SALES MODEL BELOW DOES NOT INCLUDE A FLASH FIRMWARE REFRESH. PLEASE SEE [FLASH UPGRADE PRICE PAGE](#) \*\*\***

**FIRMWARE VERSION R09.00.00 OR HIGHER IS REQUIRED.**

**Remote Mount**

<b>Description</b>	<b>Nomenclature</b>	<b>APC</b>	<b>Price</b>
REMOTE CTRL HD/CHIB 05 RETROFIT KIT	H1823	500	\$570.00
<b>Description</b>	<b>Nomenclature</b>	<b>APC</b>	<b>Price</b>
07 CH REMOTE MOUNT RETROFIT KIT	H1870	656	\$772.00
<b>Description</b>	<b>Nomenclature</b>	<b>APC</b>	<b>Price</b>
07 LIGHT SIREN REMOTE MOUNT RETROFIT KIT	H1890	656	\$822.00
<b>Description</b>	<b>Nomenclature</b>	<b>APC</b>	<b>Price</b>
02 CH REMOTE MT RETOFIT KIT	H1888	656	\$632.00
<b>Description</b>	<b>Nomenclature</b>	<b>APC</b>	<b>Price</b>
02 GRN CH REMOTE MT RETOFIT KIT	H1889	656	\$682.00

**Microphones***(Must Select One and Only One)*

<b>Description</b>	<b>Nomenclature</b>	<b>APC</b>	<b>Price</b>
<b>ADD: NO MICROPHONE NEEDED</b> Select this option when ordering W3 Handheld Control Head (G92/G72) For Remote Monitor with XTL 5000 with W4/W5/W7/W9 you must order mic option G787. For Remote Monitor with XTL 5000 O5 and XTL 2500 you must order mic option W20.	G90	500	\$0.00
<b>ADD: PALM MICROPHONE</b> Corresponding kit for W4, W5, W7: HMN1080 Corresponding kit for W9: HMN1081 Corresponding kit for O5 and XTL2500: HMN1090	W22	500	\$72.00
<b>ADD: KEYPAD MIC (GCAI)</b> Compatible with motorcycle configuration. Supports Remote Monitor for XTL 5000 O5 and XTL 2500. Remote Monitor feature requires G170 software option. Required for Emergency Hot Mic Operation. Corresponding kit: HMN4079	W20	514	\$180.00

**Speakers***(Must Select One and Only One)*

<b>Description</b>	<b>Nomenclature</b>	<b>APC</b>	<b>Price</b>
<b>DEL: OMIT SPEAKER</b>	G142	500	\$0.00
<b>ADD: AUXILARY SPKR SPECTRA 7.5 WATT</b> Corresponding kit: HSN4031.	B18	500	\$60.00
<b>ADD: INCREASED AUDIO POWER 13W</b> Corresponding kit: HSN4032. NOT COMPATIBLE with W665 Control Station and Motorcycle Configuration.	W432	500	\$71.50
<b>ADD: SPKR 7.5W WATER RESISANT</b> Corresponding kit: HSN4038	G832	656	\$60.50

**Remote Mount Cables****\*\*\*For Dual CH configurations, the total cable length may not be greater that 131 ft (40 meters)\*\*\****(Must Select One and Only One)*

<b>Description</b>	<b>Nomenclature</b>	<b>APC</b>	<b>Price</b>
<b>DEL: NO REMOTE CABLE NEEDED</b>	GA00179	500	\$0.00
<b>ADD: REMOTE MOUNT CABLE ? 3 METERS (10 FT)</b> Corresponding kit: HKN6170	G618	514	\$10.00
<b>ADD: REMOTE MOUNT CABLE 17 FT</b> Corresponding kit: HKN6169	G628	514	\$15.00
<b>ADD: REMOTE MOUNT CABLE ? 10 METERS (30 FT)</b> Corresponding kit: HKN6168	G610	514	\$25.00
<b>ADD: REMOTE MOUNT CABLE ? 15 METERS (50 FT)</b> Corresponding kit: HKN6167	G609	514	\$35.00
<b>ADD: REMOTE MOUNT CABLE ? 23 METERS (75 FT)</b> Corresponding kit: HKN6166A	G607	514	\$45.00
<b>ADD: REMOTE MOUNT CABLE ? 35 METERS (115 FT)</b> Corresponding kit: HKN6165	G879	514	\$55.00

ADD: REMOTE MOUNT CABLE ? 40 METERS (131 FT)                    G582                    514                    \$65.00

\*\*\*For Dual/Tri/Quad configurations, the total cable length may not be greater than 131 ft (40 meters). Therefore, this cable should not be used with a dual, tri, or quad control radio\*\*\*  
Corresponding kit: HKN6164

---

For product questions please contact your Subscriber BDM or Product Planner (GDV38)

Data Compiled 28-Mar-2014 using DUP and all prices in USD



# City of Stockton

## Legislation Details (With Text)

File #: 14-0253 Version: 1  
 Type: Consent Status: Agenda Ready  
 In control: City Council/Successor Agency to the  
 Redevelopment Agency/Public Financing  
 AuthorityConcurrent

Attachments: [Attachment A - Vicinity Map - French Camp Road/I-5 Interchange Reconstruction, Project No. 99-01](#)  
[Attachment B - AT&T Utility Agreement - French Camp Road/I-5 Interchange Reconstruction, Project](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

### FRENCH CAMP ROAD/INTERSTATE 5 (I-5) INTERCHANGE RECONSTRUCTION, PROJECT NO. 99-01 - UTILITY AGREEMENT WITH AMERICAN TELEPHONE AND TELEGRAPH COMPANY (AT&T)

#### RECOMMENDATION

It is recommended that the City Council approve a motion authorizing the City Manager to execute a Utility Agreement with American Telephone and Telegraph Company (AT&T) in the amount of \$83,688.20 for the cost of relocating their facilities to accommodate the French Camp Road/I-5 Reconstruction Project.

It is further recommended that the motion authorize the City Manager to execute the above mentioned AT&T agreement, and to take appropriate actions to carry out the purpose and intent of this motion.

#### Summary

The City is the lead agency for the French Camp Road/I-5 Interchange Reconstruction project. Construction of this project is 65 percent complete, with final completion expected in the fall of 2014. The apportionment of cost for the relocation of utilities on State highway projects must follow the Statewide Master Agreement between Caltrans and the particular utility company. According to the Master Utility Agreement between Caltrans and AT&T, the lead agency for a project is required to pay 50 percent of utility relocation costs for projects within State right-of-way. A separate project agreement is required for each project. Total AT&T relocation costs are \$167,346.40. The proposed agreement between the City and AT&T will provide reimbursement in accordance with the Caltrans Statewide Master Agreement in the amount of \$83,688.20. Reimbursement will be from project funds appropriated as part of the FY 2011-12 Capital Improvement budget.

#### DISCUSSION

##### Background

The French Camp Road/I-5 Interchange Reconstruction project is associated with two other projects:

1) Sperry Road Extension from Performance Drive to French Camp Road, and 2) Manthey Road Relocation west of I-5. Both of these projects have been completed and are open to traffic.

The Sperry Road Extension project added approximately one mile of new roadway that connects to the French Camp Road/I-5 interchange. Because Sperry Road would increase traffic volumes at the interchange, the French Camp Road/I-5 Interchange Reconstruction and Manthey Road Relocation projects were required to accommodate and mitigate traffic impacts to the interchange, mainline I-5, and the frontage road network. Proposed modifications at the interchange include the relocation and widening of on- and off-ramps, signalization of ramp/street intersections, relocation of Val Dervin Parkway, and new loop on-ramps. The interchange reconstruction will also construct auxiliary lanes on I-5 between French Camp Road and Downing Avenue, and realign a portion of French Camp Road to facilitate its connection with the extension of Sperry Road at a signalized intersection.

AT&T is required to relocate its facilities that are in conflict with the project improvements. The apportionment of cost for the relocation of utilities on State highway projects follows the Statewide Master Agreement between Caltrans and the particular utility company. According to the Master Utility Agreement between Caltrans and AT&T, the lead agency for a project is required to pay 50 percent of utility relocation costs for projects within State right-of-way. A separate project agreement is required for each project.

### Present Situation

Currently, the French Camp Road/I-5 Interchange Reconstruction project is 65 percent complete, with final completion expected in the fall of 2014 (Attachment A).

AT&T was required to relocate poles, lines, fiber optic cables, and vaults that were in conflict with the planned work. Staff submitted the Utility Agreement to AT&T in advance of work commencing. However, AT&T was unable to approve the agreement in accordance with the project schedule. Therefore, in order to avoid delays to the contractor, AT&T proceeded with the work prior to approval. The total cost of AT&T's relocation is \$167,376.40. In accordance with Caltrans' Statewide Master Agreement, the proposed Utility Agreement between the City and AT&T will provide reimbursement in the amount of \$83,688.20 (Attachment B).

### FINANCIAL SUMMARY

Funding to accommodate this utility relocation is included in the Measure K Renewal Cooperative Agreement with San Joaquin Council of Governments, which was approved by Council on February 7, 2012. Sufficient Measure K funds were appropriated into Account 080-9945-640 PW9945 in the 2011/2012 Capital Improvement Program; therefore, no further appropriations are required at this time.

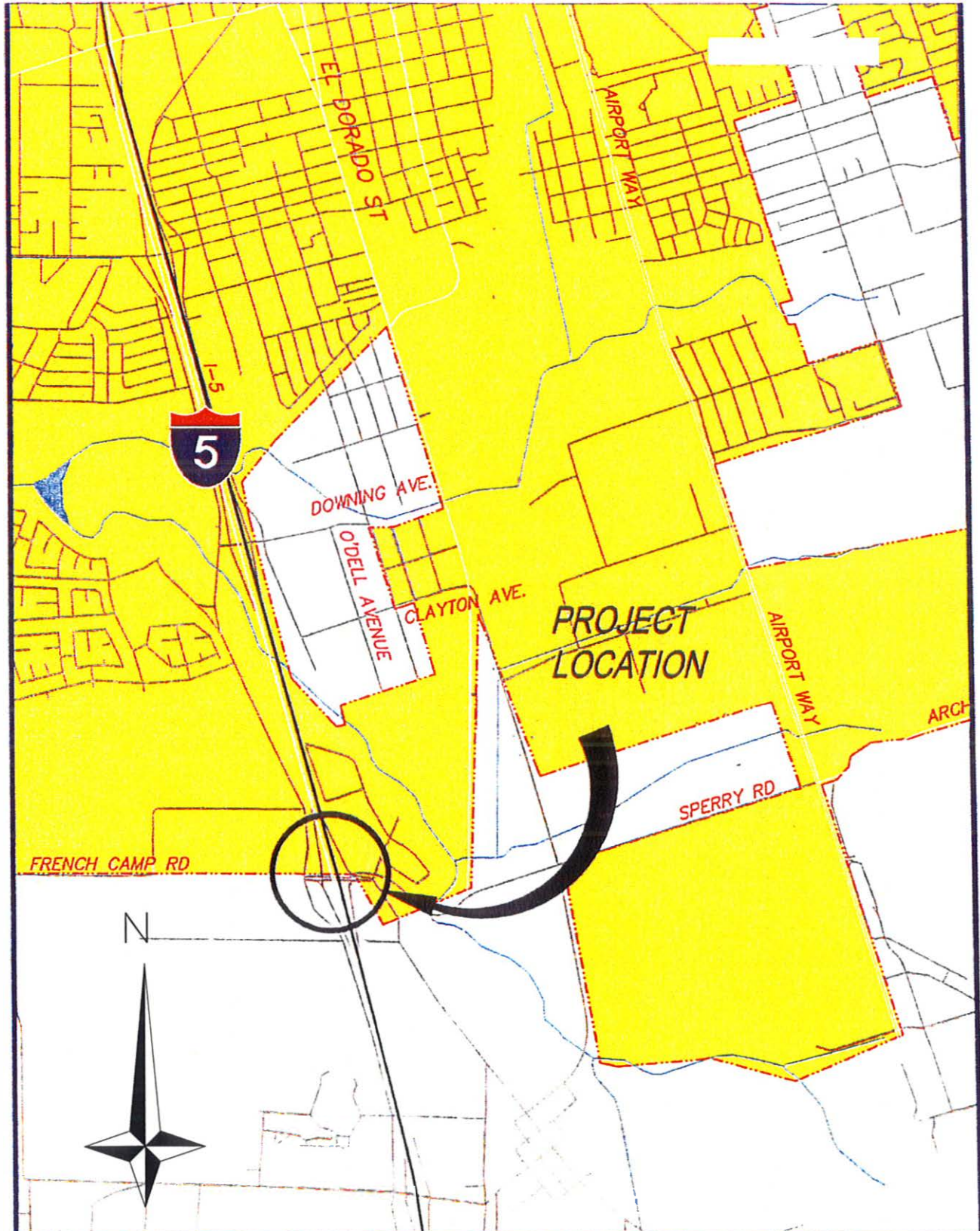
Staff recommends that the motion authorize the City Manager to execute the above mentioned AT&T agreement, and to take other appropriate actions necessary to carry out the purpose and intent of this motion.

There is no impact to the City's General Fund or to any other unrestricted fund as a result of taking the recommended actions.

Attachment A - Vicinity Map

Attachment B - Utility Agreement with AT&T





NO.	REV. DATE	BY	APRVD.	<b>I-5/FRENCH CAMP ROAD INTERCHANGE</b>	APPROVED BY	
DWG. BY					CITY ENGINEER	
CK. BY				CITY OF STOCKTON	DATE	DRAWING NO.
SCALE				DEPARTMENT OF PUBLIC WORKS		



DISTRICT 10	COUNTY San Joaquin	ROUTE 5	KILOMETER POST PM 35.5 to 38.0	EA 10-0E4901
FEDERAL AID NO. N/A		OWNER'S FILE NUMBER 6306079		
FEDERAL PARTICIPATION On The Project <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No      On The Utilities <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

Owner Payee Data No. \_\_\_\_\_ or form STD 204 is attached

**UTILITY AGREEMENT NO. 04-UT-1818.3 DATE January 14, 2014**

The **City of Stockton**, hereinafter called "CITY," in cooperation with the California Department of Transportation ("STATE")

And

**Name: AT&T**

**Address: 2300 E. Eight Mile Road, Stockton, CA 95210**

Herein after called "OWNER," owns and maintains TELEPHONE AND FIBER OPTIC LINES AND VAULTS.

Within the limits of STATE project which requires RELOCATION OF TELEPHONE AND FIBER OPTIC LINES AND VAULTS.

To accommodate STATE project.

It is hereby mutually agreed that:

**I. WORK TO BE DONE**

In accordance with Notice to Owner No. 10-UT-1818.3 dated January 23, 2012, OWNER shall relocate telephone and fiber optic lines and vaults. All work shall be performed substantially in accordance with OWNER's Plan No. 6306079 dated December 2011 consisting of six sheets, a copy of which is on file in the District office of the Department of Transportation at 1976 E. Martin Luther King Jr. Blvd, Stockton, CA. Deviations from the OWNER's plan described above initiated by either the STATE or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the STATE and agreed to/acknowledged by the OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

---

**STATE's project**

The City of Stockton (CITY) in partnership with the California Department of Transportation (STATE), proposes the reconstruction of the Interstate 5 (I-5)/French Camp Road Interchange, extension of Sperry Road from Performance Drive to French Camp Road, and relocation of Manthey Road. The interchange reconstruction would create a Type L-9, partial cloverleaf interchange, including widening of the existing structure to accommodate new loop on-ramps and constructing auxiliary lanes on I-5 from French Camp Road to Downing Avenue. The proposed project would provide route continuity, improved traffic operations, and reduced congestion on local streets between State Route 99 and I-5. Construction is expected to begin in August 2012.

**OWNER's TELEPHONE AND FIBER OPTIC LINES AND VAULTS.**

- 1) Approximately 705 m (2313 ft) of existing 100 mm (4 in) underground telephone service line which begins at the intersection of Yettner Road and South French Camp Road and runs on the west side and parallel to the existing South French Camp Road until reaching the intersection with the existing French Camp Road, then it jogs more less toward the west and continues on the south side of the existing French Camp Road until reaching the intersection of French Camp Road and Manthey Road. The relocation of this 100 mm (4 in) underground telephone service line will begin at the intersection of Yettner Road and South French Camp Road and will run on the west side and parallel to the proposed South French Camp Road within a proposed 3.0 m (10 ft) public utility easement until reaching the intersection of French Camp Road and South French Camp Road where the proposed underground electric line will jogs across French Camp Road to the proposed 6.1 m (20 ft) public utility easement which will extend along the north side of French Camp Road and the NB On-Ramp.
- 2) Approximately 196 m (643 ft) of existing 100 mm (4 in) underground telephone service lines which will be relocated currently run more less from south to north on the west side and parallel to the existing SB Off-Ramp. This segment will have to be relocated further west into a proposed 7.6 m (25 ft) public utility easement which runs along the West side of the proposed SB Off-Ramp. This relocation is needed in order to avoid any physical conflict with the proposed SB Off-Ramp.
- 3) An existing AT&T Box/MH located in the middle of the proposed intersection of the NB Ramps and the French Camp Road will be relocated in order to avoid impact with the proposed structural section of this intersection.
- 4) An existing telephone vault located along the existing Frank West Circle near and about the beginning of the proposed Cul-de-Sac will be relocated in order to avoid physical conflict with the proposed improvements.
- 5) Approximately 222 m (728 ft) of existing 100 mm (4 in) fiber optic conduit lines which will be relocated currently runs more less from south to north underneath the existing Manthey Road, crossing the Existing French camp road and on the west side and parallel to the existing SB Off-Ramp. This segment will have to be relocated further west into a proposed 7.6 m (25 ft) public utility easement which runs along the West side of the proposed SB Off-Ramp. This relocation is needed in order to avoid any physical conflict with the proposed SB Off-Ramp.
- 6) An existing AT&T fiber optic manhole located on the east side of the existing NB Off-Ramp gore will have to be relocated from its current location.

**II. LIABILITY FOR WORK**

The existing facilities are located within CITY right of way by franchise agreement and so the liability for the cost of relocations will be 50% CITY and 50% OWNER per Section 5C of the Freeway Master Contract dated November 15, 2004.

Estimated Relocation Costs .....	\$167,376.40
Total Estimated STATE Liability, 0%.....	\$0
Total Estimated OWNER Liability, 50%.....	\$83,688.20
Total Estimated CITY Liability, 50%.....	\$83,688.20

**III. PERFORMANCE OF WORK**

OWNER agrees to perform the herein-described work with its own forces or to cause the herein described work to be performed by the OWNER's contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary labor, materials, tools, and equipment required therefore; and to prosecute said work diligently to completion.

Use of out-of-state personnel, or personnel requiring lodging and meal ("per diem") expenses will not be allowed without prior written authorization by State's representative. Requests for such permission must be contained in OWNER's estimate of actual and necessary relocation costs. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per diem expenses shall not exceed the per diem expense amounts allowed under the State's Department of Personnel Administration travel expense guidelines.

Pursuant to Public Works Case No. 2001-059 determination by the California Department of Industrial Relations dated October 25, 2002, work performed by OWNER's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

**IV. PAYMENT FOR WORK**

The CITY shall pay its share of the actual and necessary cost of the herein described work within 90 days after receipt of five (5) copies of OWNER's itemized bill, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission, Federal Energy Regulatory Commission or Federal Communications Commission, whichever is applicable.

It is understood and agreed that the CITY will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to the CITY for the "used life" or accumulated depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by CITY of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to the CITY within 360 days after the completion of the work described in Section I above. If the CITY has not received a final bill within 360 days after notification of completion of OWNER's work described in Section I of this Agreement, and CITY has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's facilities, CITY will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If the CITY processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the CITY shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by CITY. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the California Transportation Commission.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement, shall have the prior concurrence of CITY.

Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final payment and will be available for audit by State and/or Federal auditors. Owner agrees to comply with Contract Cost Principles and Procedures as set forth in 48 CFR, Chapter I, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and/or 18 CFR, Chapter I, Parts 101, 201, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse CITY upon receipt of CITY billing.

## V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of CITY's request of March 12, 2009 to review, study and/or prepare relocation plans and estimates and perform inspections for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If CITY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, CITY will notify OWNER in writing, and CITY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

OWNER shall submit a Notice of Completion to the CITY within 30 days of the completion of the work described herein.

CITY will acquire new rights of way in the name of STATE, CITY or OWNER through negotiation or condemnation and when acquired in either STATE or CITY's name, shall convey same to OWNER by Easement Deed. CITY's liability for such rights of way will be at the proration shown for relocation work involved under this Agreement.


It is understood that said highway is a federal-aid highway and accordingly, 23 CFR Part 645 is hereby incorporated into this Agreement by reference; provided, however, the provisions of any agreements entered into between the CITY and the OWNER pursuant to state law for apportioning the obligations and costs to be borne by each, or the use of accounting procedures prescribed by the applicable federal or state regulatory body and approved by the Federal Highway Administration (FHWA), shall govern in lieu of the requirements of said 23 CFR Part 645.

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

**CITY OF STOCKTON:**

**AT&T:**

By: \_\_\_\_\_  
Kurt Wilson Date  
City Manager, City of Stockton

By:  \_\_\_\_\_  
Name: \_\_\_\_\_ Date: 1/14/14  
Title: AREA MANAGER

**ATTEST:**

By: \_\_\_\_\_  
Bonnie Paige Date  
City Clerk, City of Stockton

By: \_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_

**APPROVED AS TO FORM AND PROCEDURE:**

By: \_\_\_\_\_  
John Luebberke Date  
City Attorney

Distribution: 1 original to City of Stockton  
1 original to AT&T  
1 copy to Caltrans R/W Utility File



# City of Stockton

## Legislation Details (With Text)

File #: 14-0321 Version: 1  
 Type: Consent Status: Agenda Ready  
 In control: City Council/Successor Agency to the  
 Redevelopment Agency/Public Financing  
 AuthorityConcurrent

Attachments: [Attachment A - Vicinity Map - Traffic Signal Modifications](#)  
[Attachment B - Amendment to Professional Services Master Contract with Stantec Consulting](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

APPROVE AMENDMENT TO PROFESSIONAL SERVICES MASTER CONTRACT WITH STANTEC CONSULTING SERVICES, INC. FOR DESIGN OF THE TRAFFIC SIGNAL MODIFICATIONS ON HARDING WAY AT CENTER STREET AND EL DORADO STREET (PROJECT NO. 12-10/FEDERAL PROJECT NO. HSIPL-5008(128))

### RECOMMENDATION

It is recommended that the City Council approve a motion authorizing the City Manager to execute an Amendment to Professional Services Master Contract with Stantec Consulting Services, Inc., in the amount of \$57,973.20 , for design of the Traffic Signal Modifications on Harding Way at Center Street and El Dorado Street (Project No. 12-10/Federal Project No. HSIPL-5008(128)). It is further recommended that the motion authorize the City Manager to take appropriate actions to carry out the purpose and intent of this motion.

### Summary

The Highway Safety Improvement Program (HSIP) is a federal program that funds 90 percent of safety related project costs. A 10 percent local match is required. Staff submitted seven applications under Cycle 5 of the HSIP, of which four were approved. The Traffic Signal Modifications on Harding Way at Center Street and El Dorado Street was one of the four projects approved for funding. The Traffic Signal Modifications on Harding Way at Center Street and El Dorado Street will enhance safety and improve the existing traffic signals to current standards, repair/install wheelchair ramps, install countdown pedestrian devices and audible signals, add protected left-turn phasing on Harding Way at El Dorado Street and Center Street, and install priority control systems for emergency vehicles. (Attachment A - Vicinity Map).

The proposed motion will amend the Professional Services Master Contract with Stantec Consulting Services, Inc., of Walnut Creek, CA, in the amount of \$57,973.20, for design services. It is anticipated that the design and environmental clearance for this project will be completed by the third quarter of 2015.

### DISCUSSION

## Background

The HSIP is a core program under the federal transportation legislation, MAP-21. The program is intended to reduce the frequency and severity of collisions by correcting hazardous roadway locations. The program will fund up to 90 percent of total project costs, up to a maximum of \$900,000 per project, with a maximum limit of \$2 million total per agency. A local match of 10 percent is required. Local agencies are invited to compete for the available funding on a statewide basis.

On June 26, 2012, Council approved Motion No. 2012-06-26-1205 authorizing the submission of seven grant applications for funding under Cycle 5 of the HSIP. Four of the seven applications were ultimately approved for funding. The Traffic Signal Modifications on Harding Way at Center Street and El Dorado Street was one of the four approved projects.

The Traffic Signal Modifications on Harding Way at Center Street and El Dorado Street (Project No. 12-10/Federal Project No. HSIPL-5008(128)) will enhance safety and improve the existing traffic signals to current standards, repair/install wheelchair ramps, install countdown pedestrian devices and audible signals, add protected left-turn phasing on Harding Way at El Dorado Street and Center Street, and install priority control systems for emergency vehicles. (Attachment A - Vicinity Map).

The project limits is surrounded by a variety of commercial businesses and fast food restaurants. On-street parking is presently restricted on the north side of Harding Way over the limits of the project. On-street parking on the south side of Harding Way is allowed for one-half block between El Dorado and Center Streets and east of El Dorado Street. However, off-street parking is available for businesses on the south side of Harding Way.

In June 2013, the City received authorization from Caltrans to proceed with the preliminary engineering for this project.

## Present Situation

On July 13, 2010, (Resolution No. 10-0242), Council approved Professional Services Master Contracts for design, geotechnical, testing, plan review, and survey services with a variety of firms which make up a "Vendor Pool List". The contracts last for a period of five years, and are set to expire on June 30, 2015. Firms provide services as needed to accommodate the City's aggressive project delivery schedules. The scope of services and fees are negotiated on a project specific basis. If the negotiated fee for a particular project exceeds Charter limits, a contract amendment is submitted to Council for consideration.

Staff requested proposals for design services from the seven engineering firms on the vendor pool list that are qualified to provide the specialized traffic engineering design services for this project. The seven firms were: TJKM Transportation Consultants (Pleasanton), Fehr & Peers (Roseville), KD Anderson and Associates (Loomis), RBF Consulting (Sacramento), DKS Associates (Oakland), Stantec Consulting Services, Inc. (Walnut Creek), and Kimley-Horn and Associates, Inc. (Oakland). Four of the firms, Fehr & Peers, Kimley-Horn and Associates, Inc., KD Anderson and Associates, and RBF Consulting, did not submit a proposal.

A Selection Committee comprised of Public Works' staff reviewed and ranked all submitted proposals based on a number of weighted factors, such as: relevant project experience, project staff expertise,

project work plan and management approach, and ability to meet schedule and budget commitments. Stantec Consulting Services, Inc. was the highest ranked firm and was selected to provide design services for the project. Stantec Consulting Services, Inc.'s fee proposal for this project is \$57,973.20, which is approximately 11 percent of the estimated construction cost. Staff considers this fee to be reasonable.

In general, the consultant will design signal modification improvements to include wheelchair ramps, countdown pedestrian devices and audible signals, and added protected left-turn phasing. Currently, single left-turn lanes exist along Harding Way. An operational/queuing analysis and parking study will also be completed to confirm the use of single left-turn lanes. While not anticipated at this time, if dual left-turn lanes are recommended, parking restrictions may be needed on the south side of Harding Way to accommodate dual left-turn lanes. Parking restrictions are possible due to the existence of suitable on-site parking. The project includes a public outreach program, where the consultant and staff will communicate with the adjacent businesses on project concerns, including parking restrictions. This public outreach program includes a public meeting, a newsletter/news releases, and a web page.

Since the project is funded with federal transportation dollars, Disadvantaged Business Enterprise (DBE) program rules apply. DBE rules require that the consultants either meet a calculated project specific DBE participation goal, or undertake and document good faith efforts to do so. Failure to meet the goal or make adequate good faith efforts are grounds for rejecting a consultant's proposal. By definition, a DBE is a socially and economically disadvantaged small business owned by a woman or by a specified ethnic group that has been properly certified by Caltrans. These groups include:

- African American
- Asian Pacific American
- Native American
- Women
- Hispanic American
- Subcontinent Asian American.

The calculated DBE goal for the Traffic Signal Modifications on Harding Way at Center Street and El Dorado Street project is 4.33 percent. The goal was calculated by examining the breakdown of the types of work to be performed, and the availability of certified DBE companies in our market area to perform the work. Stantec Consulting Services, Inc. has exceeded the DBE goal of 4.33 percent with their proposed DBE participation of 10.30 percent. Staff recommends Council approve a motion authorizing the City Manager to execute an Amendment to Professional Services Master Contract with Stantec Consulting Services, Inc., in amount of \$57,973.20, for design of the Traffic Signal Modifications on Harding Way at Center Street and El Dorado Street (Attachment B). It is anticipated that the design and environmental clearance for this project will be completed by the third quarter of 2015.

## FINANCIAL SUMMARY

Federal and Measure K matching fund for the project were appropriated by Council as part of the approved 2013-2014 Capital Improvement Program. The following account was created:

Traffic Signal Modifications on Harding Way at Center Street and El Dorado Street



Account No. 308-3020-640, PW1210

No further appropriations are required at this time.

The City Manager is authorized to award the design contract and to record any financial transactions necessary to accomplish the purpose and intent of the motion. Remaining account funds will be used for contingencies, change orders, staff costs, and future construction.

There is no impact to the City's General Fund or to any other unrestricted fund as a result of taking the recommended actions.

Attachment A - Vicinity Map

Attachment B - Amendment to Professional Services Master Contract with Stantec Consulting Services, Inc.



**AMENDMENT TO PROFESSIONAL  
SERVICES MASTER CONTRACT  
WITH STANTEC CONSULTING SERVICES, INC.**

This Amendment to Professional Services Master Contract for design services is made and entered into on \_\_\_\_\_, by and between the City of Stockton, a municipal corporation, hereinafter referred to as "CITY," STANTEC CONSULTING SERVICES, INC., hereinafter referred to as "FIRM," to provide CITY with design services for the TRAFFIC SIGNAL AND SAFETY LIGHTING MODIFICATIONS ON HARDING WAY AT EL DORADO STREET AND CENTER STREET (PROJECT NO. 12-10, FEDERAL PROJECT NO. HSIPL-5008(128)), hereinafter referred to as "PROJECT."

**WITNESSETH:**

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

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

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

2. Section 2—COMPENSATION. Compensation is hereby amended (\$57,973.20) to include Exhibit "A," attached hereto and by reference made a part hereof. Compensation shall be paid no more frequently than once per month on a time and materials basis for work completed.

3. Section 3—SCHEDULE FOR COMPLETION. Services under this amendment will be performed during the period of June 2014 through June 2015, unless otherwise approved in writing.

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

5. Section 14—FEDERAL PROVISIONS. FIRM shall comply with the Federal Aid Consultant Contract Provisions which are attached hereto as Exhibit "C" and incorporated herein by this reference.

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

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

ATTEST:

CITY

\_\_\_\_\_  
BONNIE PAIGE  
City Clerk of the City of Stockton

By: \_\_\_\_\_  
KURT O. WILSON  
CITY MANAGER

By: \_\_\_\_\_

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

By: \_\_\_\_\_  
Deputy City Attorney

By: Jay Bhattacharya  
FIRM

Title: Senior Associate

::ODMA\GRPWISE\COS.PW.PW\_Library:213574.1

**City of Stockton Harding Way at El Dorado Street and Center Street Intersections |  
Traffic Signal Modifications and Roadway Improvements Project**

City Project No. 12-10 | Federal Project No. HSIPL-5008(128)



Prepared for:  
City of Stockton  
Public Works Department

Prepared by:  
Stantec Consulting Services Inc.

# Table of Contents

Work Plan.....	4
Organizational Chart .....	16
Schedule and Deadlines.....	17
Staffing Plan .....	18
Proposed Team .....	19
Staff Resumes.....	23
Project Manager.....	23
Sample of Similar Work Experience .....	24
References .....	27
Cost Proposal & Local Assistance Procedures Manual Forms/Documents .....	27

## APPENDICES

Appendix A – Resumes

Appendix B – LOS Analysis



## Cover Letter



December 11, 2013

Mr. Parviz Chitsazan, P.E.  
City of Stockton, Public Works Department  
22 East Weber Avenue, Room 301  
Stockton, California 95202-2317

**Reference: City of Stockton Harding Way at El Dorado Street and Center Street Intersections | Traffic Signal Modifications and Roadway Improvements Project | City Project No. 12-10 | Federal Project No. HSIPL-5008(128)**

Dear Mr. Chitsazan:

Stantec Consulting Services Inc. is excited to submit this proposal to provide design services for the Harding Way at El Dorado Street and Center Street intersections – traffic signal modification and roadway improvements project. With over 1,200 transportation professionals nationwide and a full service traffic engineering office in Walnut Creek, Stantec brings relevant traffic and signal design experience and history. We have a readily available team of experts and have an existing working relationship with the City of Stockton. While the reputation and capacity of our firm is important, but perhaps the most crucial element for this assignment is the quality of our assigned PM. We have assigned Joy Bhattacharya to serve as Stantec's PM. He has extensive experience with signal design and modification projects. He completed the Airport Way Signal Design project for the City, which is currently completed and built. Harding Way project is similar to the Airport Way project and the past experience with design and Caltrans coordination is expected to expedite this project.

As the PM, Joy will be the point of contact for this assignment with the City of Stockton. I will serve as the Principal-in-Charge for this project and will assure that the City of Stockton receives appropriate resources for this important undertaking. Joy has over 20 years of traffic engineering and project management experience. Joy's services will be augmented by Vasavi Pannala with extensive PS&E experience. Both Joy and Vasavi are licensed engineers and have multi-agency signal/ITS project experience here in the Northern and Central California. Both Joy and Vasavi will be supported by a team of qualified engineers who has considerable expertise in Signal System Design, Signal Timing, Communication Design, and roadway improvement expertise.

We have assembled the same team that completed the Airport Way project for the City. We have teamed with local consultant, Siegfried Engineering, Inc. to provide topographical survey and ADA ramp improvements for the project. Public Outreach will be provided by a local outreach firm Judith Buethe Communications (JBC). JBC is a local DBE firm and have been involved with multiple outreach projects for the City. Environmental support will be provided by CirclePoint, a very well reputed firm for environmental and Caltrans local assistance process.

The following are the highlights of our proposal and reasons why we think that we are qualified to perform the needed services for the City of Stockton:

- Our assigned PM has completed various similar projects throughout California and one for the City in the recent past. We will be able to utilize the "lesson learnt" from his past experience.
- Our assigned PM has the ability to proactively manage project and act as extended City staff as needed.

- We have assembled best qualified people and local participation to offer services listed in the RFP.
- We have extensive experience in signal design, signal layout, signal timing, roadway design, and communications design. We have thorough knowledge of national industry standards and appropriate Caltrans manuals and procedures.
- All work will be performed by engineers at our California offices in Walnut Creek with support from local firms.
- Our project engineers have a good understanding of the project requirements. The project team will not change without prior consent from the City.

Both Joy and I are authorized on behalf of the Stantec to negotiate a contract with the City of Stockton. I will make sure that all key personnel can commit time for your project and complete the project on time and within the budget. Please do not hesitate to contact me for any reasons. I can be reached anytime by phone or by email.

Sincerely,

**Stantec Consulting Services, Inc.**



Habib Shamskhov  
Global ITS Director  
Stantec Consulting Services Inc.  
901 Market Street, San Francisco, CA 94103  
Phone: (415) 281-5408  
[habib.shamskhov@stantec.com](mailto:habib.shamskhov@stantec.com)



Joy Bhattacharya, PE, PTOE  
Senior Associate, Transportation  
Stantec Consulting Services Inc.  
901 Market Street, San Francisco, CA 94103  
Phone: (415) 281-5507  
[joy.bhattacharya@stantec.com](mailto:joy.bhattacharya@stantec.com)



## Work Plan

### PROJECT UNDERSTANDING

The proposed project involves improvements to the intersections of Harding Way/Center Street and Harding Way/El Dorado Street, and to the sections of Harding Way separating and approaching these intersections from the east and west. The proposed project involves roadway improvements, traffic signal modifications, signing and striping modifications, safety lighting, installation of video monitoring system, drainage adjustments, and wheelchair ramp construction at intersections on Harding Way between N. Hunter Street and N. Commerce Street. The signal designs and signing and striping details will conform to the City standards, California MUTCD guidelines, and Caltrans standard plans, specifications and design requirements.

Harding Way is an east-west arterial providing access between Carlton Avenue in the west and Waterloo Road in the east. Harding Way carries approximately 24,100 vehicles per day. Center Street and El Dorado Street are north-south arterials providing access between French Camp Road in the south and Hammer Lane in the north. Within the project limits, Harding Way is a four lane arterial with a westbound left turn lane at Center Street and an eastbound left turn lane at El Dorado Street. Center Street carries approximately 16,000 vehicles per day south of Harding Way and 11,500 vehicles per day north of Harding Way. El Dorado Street carries approximately 17,000 vehicles per day on both sides of Harding Way. Harding Way east of El Dorado Street includes a two-way-left-turn lane a portion of which will be converted to a westbound left turn lane at the intersection of Harding Way/El Dorado Street. Harding Way west of Center Street has wide lanes, which would be restriped to include an eastbound left turn lane at the intersection of Harding Way/Center Street. Center Street and El Dorado Street operate as one-way couplets within the study area, Center Street serving the southbound movement and El Dorado Street serving the northbound movement.

The nearest traffic signal west of the project limit on Harding Way is at N. Madison Street, which is approximately 800 feet from Center Street. The nearest traffic signal to the east of the project limit is at N. San Joaquin Street, which is nearly 750 from El Dorado Street. The distance between Center Street and El Dorado Street is only 375 feet, so the two intersections are very closely spaced. In order to improve traffic flow through the intersection it is important to keep the roadway segment between the two intersections clear of traffic all the time to avoid spillover and inter-locking of traffic between the intersections. This would be achieved through proper signal coordination between the two intersections that would clear out traffic between the intersections at all times. The speed limit on Harding Way is 30 mph within the project vicinity it serves mainly as a commercial thoroughfare within the project limits.

In order to understand the need for the project, Stantec staff conducted preliminary field reviews of existing signing and striping, existing signal cabinet and controller configuration, types of signal heads and other hardware, and other operational and geometric reviews including sight distance analysis. In addition to the field review, Stantec staff collected 15-min peak period volume to set up a Synchro model analysis for the two intersections. The analysis results and findings are included in this proposal. Stantec staff also conducted spot parking surveys to access the parking utilization within the project area. Stantec staff also reviewed the Statewide Integrated Traffic Record System (SWITRS) accident data to analyze the type of accidents currently occurring at the study intersections. The Stantec field review and collision analysis is summarized below:

## Field Review

The following relevant observations were noted during the field review:

- Currently on-street parking is not restricted on Harding Way, El Dorado Street and Center Street, except few feet next to the intersection. Harding Way has a curb-to-curb width of approximately 66 feet for the entire project limits with exclusive left turn lanes between Center Street and El Dorado Street. Therefore, removal of parking may not be needed as part of this study. However, depending on the findings of the queuing analysis, slight adjustment may be needed to extend or shorten the left turn lanes, which would require on-street parking adjustments.
- To upgrade the intersections to meet the City's current design standards, this project would require replacement of all existing signal equipment and conduits. All poles would be replaced to meet the Caltrans standard of 100 mph wind loadings. Existing signal cabinet, conduits and equipment are old and unusable.
- The project will require upgrading the existing wheelchair ramps to meet ADA requirements. Our initial field review found that the slopes on the existing curb ramps may not be in accordance with Caltrans curb ramp standards. ADA-required truncated domes will need to be added to the curb ramps. Currently, two corners at El Dorado are close to compliance, but the lip area may need to be redesigned. Therefore, new ADA curb ramps will be designed for all the corners of the two intersections. The design will include applicable grades and sidewalk details, and conform to the existing roadway pavement.
- Currently, both the intersections have Type G cabinets, which would be upgraded as part of this project. The intersections will be upgraded to a type P cabinet with a 2070 or Siemens M50 controller. For the controller upgrade, Stantec will work with the City staff to determine the appropriate controller.
- With the provision of left turn lanes, new loop detection, and controller upgrade, a protected left turn phase will be provided at the intersections. This would improve the traffic operations especially to reduce broadside collision and avoiding pedestrian and vehicular conflicts.
- On the north side of Harding Way at Center Street, "Do Not Enter" signs are missing. Preliminary field review indicates that adequate signage is not provided at the intersections. Stantec will review the adequacy of signage for both the intersection and make recommendations as part of the traffic study.
- Both intersections are equipped with PTZ cameras. Based on the field review, the cameras look new and can be reinstalled at the

intersections. Stantec will work with City staff and review the video images at the City Hall to determine whether replacement of cameras is required at the intersections.

- Harding Way currently has street lights on both sides of the roadway. The existing mast arm poles at the intersections have luminaires. Intersection safety lighting will be part of the signal design to provide the necessary lighting for the signalized intersections.
- Based on field observations, traffic signal pole with luminaire locations on the south side of Harding Way may cause a conflict with the overhead. Utility information and field survey measurements will determine the approximate height of the overhead wires. Our design will meet the OSHA requirements and provide sufficient clearance between overhead wires and the luminaire arms.

### Collision Analysis

Collision information obtained from SWITRS indicates that approximately 6 collisions were recorded at the intersection of Harding Way and El Dorado Street in 2011 and 10 collisions were recorded at the intersection of Harding Way and Center Street in 2010. The annual accident history shows that it is significantly higher than the statewide average. A majority of the accidents are broadside accidents involving left turning traffic from Harding Way. The second highest collision types are the rear end accidents. Both these types of accidents can be attributable to the lack of protected left turn phases at the intersections and improper clearance interval timing. Both these types of collisions are expected to be reduced with adequate left turn lanes and protected left turn phasing on Harding Way. Both the study intersections have similar collision patterns.

### Traffic Analysis

Stantec utilized Synchro 8.0 software for the intersection level of service analysis to determine the required lane configuration for each intersection. The objective of the Synchro analysis was to understand the impact of converting the existing protected-permitted phasing for the left turns on Harding Way to protected left turn phasing. Stantec evaluated traffic conditions at the two study intersections based on 15-minute counts conducted during the p.m. peak hour on a typical weekday in November 2013. Field verification of existing intersection lane configurations, types of traffic control, and signal phasing was conducted and provided the basis for the level of service analysis for existing conditions. Stantec conducted the p.m. peak hour analysis for the following two scenarios:

1. Existing Conditions – This scenario evaluates the study intersections based on existing traffic counts and lane configuration.
2. Existing plus Improved Conditions – This scenario is similar to Existing Conditions, but with the conversion of protected-permissive phasing to protected left turn signal phase at each study intersection.

Potential project improvements on the study intersections were quantified through the determination of level of service (LOS), a qualitative measure describing operational conditions within a traffic stream. Table I below summarizes the p.m. peak hour levels of service at the study intersections under Existing Conditions and Existing plus Improved Conditions. LOS worksheets are provided in the Appendix.

Table I: PM Peak Hour Intersection Levels of Service

ID	Intersection	Existing Conditions		Existing + Improved Conditions	
		Average Delay (sec/veh)	LOS	Average Delay (sec/veh)	LOS
1	Harding Way and El Dorado Street.	23.6	C	24.1	C
2	Harding Way and Center Street	19.7	B	20.6	C

Under both conditions, both the study intersections operate at acceptable levels of service of LOS C or better. The protected left turn phases included at each intersection, to reduce broadside and rear-end collisions, are expected to slightly increase the overall intersection average delays as shown in Table I. However, under Existing plus Improved Conditions, both the study intersections are expected to continue to operate at LOS C or better with minimal change in delay.

In conclusion, both the study intersections operate at acceptable levels of service of LOS C or better and are expected to continue operating as acceptable levels of service after the improvements. Collisions are expected to be reduced at both the study intersections with the proposed protected left turn traffic signal phases for the exclusive left turn lanes.

### Environmental Clearance

The proposed project is a project under CEQA. The City of Stockton is the project proponent and would be the CEQA lead agency. The scope of CEQA documentation that would be necessary has not been determined. The project would be constructed using federal Highway Safety Improvement Program (HSIP) funding, which will require environmental documentation under NEPA; NEPA Environmental Review will be administered by the Caltrans District 10 Local Assistance Engineer (DLAE). CEQA review will need to be coordinated with Caltrans.

The scope of CEQA documentation, including the potential for a CEQA exemption and Notice of Exemption, should be explored early in the project design process. The city has already coordinated the NEPA/CEQA review process with Caltrans and expecting to receive the clearance prior to the start of the project.

As described in the RFP, the area of improvement work will be confined to the existing paved section. As a result, biological and cultural resource technical studies should not be needed to address either NEPA or CEQA requirements. Stantec has already conducted the traffic analysis that may be needed as part of the environmental clearance. Caltrans may require other technical studies in its NEPA review of the project; the scope of technical studies will be determined in consultation with Caltrans after review comments are received for the Preliminary Environmental Study (PES) form submittal.

### Public Outreach

The public outreach program for the project will include, but is not limited to, a public meeting, one newsletter/news releases, a web page, a database coded by interest and activity, and other materials as needed.

## PROJECT APPROACH AND SCOPE

Stantec understands that the City prefers that the consultant provide a scope of work that may include tasks in addition to the general scope included in the RFP, which would provide a complete signal upgrade project including the proper functioning, operation and installation of traffic signal control.

Stantec has already prepared the Synchro network, which would be used to develop the signal timing plans in Synchro 8. Preparing the signal timing plans and field implementation of the timings are included as part of our scope of work. Signal timing plans will seek coordination opportunity to keep the roadway between the two closely spaced intersections free of queuing at all times. This would avoid inter-locking of traffic between the two intersections.

Our team will determine the extent of the environmental clearance and based on the information so far, a categorical exemption is assumed sufficient for this project.

Stantec will schedule a kick-off meeting with the City staff within one week of the Notice to Proceed (NTP). At the kick off meeting, Stantec will discuss coordination, pedestrian and traffic safety, project impacts, goals, schedule, and format of drawings and specifications. Stantec will present and discuss with the City staff the conceptual design that we have prepared and included in Appendix D, which is included with this proposal. The 65% design review PS&E will be submitted to the City within five weeks of the notice to proceed. After receiving City review comments for the 65% submittal, the 95% design review PS&E will be submitted within two weeks. After receiving City review comments for the 95% submittal, the 100% design review PS&E will be submitted within two weeks. After receiving City review comments for the 100% submittal, the final bid documents will be completed within two weeks. The final bid documents will be completed within 90 working days from the notice to proceed.

Stantec's scope of work specifically includes:

- Topographic survey and prepare AutoCAD base plan for the project improvements design
- Environmental clearance in accordance with Caltrans Local Assistant Procedures Manuals and Local Programs Procedures
- Civil detailed design for ADA curb ramp improvements for the two project intersections;
- Coordination with all utilities in accordance with Caltrans "Manual on High and Low Risk Underground Facility within Highway Rights of Way" to eliminate conflicts encountered during construction. We will coordinate with utilities to resolve utility issues
- Level of service analysis for the project intersections using Synchro 8 software to determine appropriate lane configuration and optimum signal timing for the traffic signals
- Public outreach and conduct public meeting
- Parking survey for on street parking, if removal of parking is needed
- Roadway improvements including signing and striping modifications for Harding Way between N. Hunter Street and N. Commerce Street within the existing curb to curb width of the roadway
- Preparation of PS&E for the signal modification at the intersection of El Dorado Street/Harding Way and Center Street and Harding Way in the City of Stockton;

- The traffic signal design will include battery back-up for operation of the signal system. The most recent Tesco Type 3 service cabinets are designed with battery back-up capability built into the service cabinet. Most new traffic signal system installations use the service cabinet with built in battery back-up capability.
- The signal design will consider audible pedestrian signals.
- Pan Tilt Zoom (PTZ) real time traffic monitoring cameras will be installed at the project intersections. Harding Way has existing fiber optic communication to the Traffic Operations Center (TOC) located at City Hall. The communications will provide the capability to view images of the intersections from the City Hall.
- Prepare record drawings from City/Contractor redline as-builts, after the completion of construction.
- The project design plan set will include a cover sheet, traffic signal plans, signing/stripping, civil design details for ADA curb ramp construction, and appropriate notes and details.
- Stantec will provide design support for construction as detailed in the scope of work below.

Stantec will provide plans, specifications, notes, memorandum, and related project documents to the City upon completion of the project, which shall become the property of the City of Stockton.

### Scope of Work

Based on our initial field review of the project site and knowledge of the area, we will carry out all of the tasks required for this project.

#### TASK 1 - BACKGROUND RESEARCH

##### TASK 1.1: UTILITY CONFLICT

To initiate the design work, the Stantec team will research and verify the public records of subdivision, parcel, corner records, and survey maps to determine street right-of-ways. The Stantec team will obtain record copies from utility service districts and companies to locate existing electrical, gas, telephone, fiber optic, and cable television services. Utilities for sanitary and storm sewers, water mains, and fire hydrants will be researched, and “A” letters will be prepared as necessary.

Research will be facilitated by meeting with the utility companies, public agencies, and service districts and will be verified by field investigations in the following phase of work to identify the characteristics and infrastructure needs of the Project area. We will coordinate with all utilities in accordance with Caltrans “Manual on High and Low Risk Underground Facility Within Highway Rights of Way” to eliminate conflicts encountered during construction.

##### TASK 1.2: TRAFFIC AND PARKING STUDY

Stantec will utilize Synchro 8.0 software for the intersection level of service analysis and determine the required lane configuration and the left turn lane queuing length for each intersection. The objective of the Synchro analysis will be to minimize traffic queues and delays at the intersections. We will obtain traffic counts from the City. The hourly traffic counts will be used to determine the peak periods for the a.m. peak and p.m. peak hour traffic analysis. If current counts are not available, we will conduct the turning movement traffic counts. The existing left turn lanes may be sufficient to meet the queuing needs at the intersection, since both intersections operate as LOS C under existing conditions as well as improvement conditions during p.m. peak hour.

No additional parking restrictions are anticipated within the study area. Stantec will complete an on- and off-street parking inventory and occupancy survey to determine the supply and demand for on-street parking in the vicinity of the project site. Based on additional data collected as part of the background research, additional recommendations will be prepared. Stantec will provide preliminary recommendations based on the operations analysis and parking occupancy study for City’s review, prior to finalizing the conceptual plans for the corridor.



Our traffic and parking study report will include the intersection level of service analysis and the findings of the on street parking survey. Stantec will prepare a letter report that will summarize the level of service analysis for the intersections and the findings of the parking survey.

**Deliverables:** Draft and Final Traffic and Parking Study Memo.

### TASK 1.3: ENVIRONMENTAL CLEARANCE

The first task for this project would be the environmental clearance process. Environmental clearance will be in accordance with Caltrans Local Assistant Procedures Manuals and Local Programs Procedures. Stantec team will meet with the Project Engineer, City staff and other subcontractors to discuss the project, the project schedule and the environmental review process. Stantec team will continue to coordinate with the Project Engineer during the design process to obtain project information and coordinate environmental processing with the design process.

The Stantec team will initially review potential for use of a Categorical Exemption for the project in consultation with the Project Engineer, City and Caltrans Local Assistance and environmental staff. This review will be summarized in a brief technical memo to the Project Engineer to be forwarded to the City and Caltrans for acceptance.

Stantec assumes that a Categorical Exemption would be acceptable based on that Stantec will prepare the Notice of Exemption and file the Notice on the City's behalf upon project approval. This would conclude the CEQA compliance process. Based on our review of the project, CirclePoint believes that the proposed intersection improvements would qualify for the following CEQA categorical exemption and NEPA categorical exclusion (CE/CE):

- CEQA Guidelines Section 15301(c) states that repair, maintenance, or minor alteration of existing highways and streets potentially qualifies for a categorical exemption.
- NEPA 23 CFR 771.117 (d) sets for a number of provisions under which the installation of signs, pavement markings, and traffic signals, where no substantial land acquisition or traffic disruption will occur, can qualify for a categorical exclusion.

Typically the CE/CE determination is supported by appropriate technical studies to demonstrate the proposed improvements would not result in adverse effects on the environment. For a project with Caltrans involvement, like these intersection improvements, the appropriate technical studies are determined through the preparation of a Preliminary Environmental Study (PES). The PES determines the scope of the environmental studies to be conducted and the appropriate level of NEPA environmental documentation to be prepared for the project. A PES form for the project was submitted to Caltrans on November 18, 2013; however, the final determination of the required NEPA environmental documentation has not been made.

Based on our experience with Caltrans on similar projects, the PES may require preparation of the following studies and/or memoranda. Therefore, we have included traffic and transportation study as part of our scope of work. We also understand that City would use the traffic and transportation study to prepare a noise study for the project if required by Caltrans. Additional studies, including cultural resources, visual resources, biological resources, water quality, etc. is not anticipated to be required for this project.

### TASK 2 – PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)

Our design approach entails the following design tasks:

#### TASK 2.1: SURVEYING AND BASE PLANS

The Stantec team will verify the location of all underground and overhead utilities as well as physical ground features. Topographic survey data and mapping shall include but is not limited to the following:

- Vertical and horizontal control tied to the City of Stockton Horizontal and Vertical System
- All existing topography, within the designated intersections, including all existing utility facilities that are visible or that are available from utility company, and record drawings

- Location and flow lines of pertinent underground
- Striping and face of curb on Harding Way between N. Hunter Street and N. Commerce Street for the re-striping design
- Striping and face of curb approximately 200 feet for each approach on El Dorado Street and Center Street for the re-striping design.
- If right of way dedications are required for any stage of the Project work Stantec shall rely on the City to provide the required title reports. However right of way dedication is not anticipated as part of this project.

The Stantec team will complete the topographic survey and AutoCAD base for design of the project improvements.

#### TASK 2.2 – 65% DESIGN

Prior to initiating the 65% PS&E, Stantec will submit a memo to the City that summarizes the findings of our initial field review. This will include an intersection by intersection description of all work to be included in the PS&E. Stantec will then finalize the 65% PS&E based on input from City staff.

##### TASK 2.2.1 STREET IMPROVEMENT PLANS

In accordance with the City standards and on City standard plan and profile sheets, the Stantec Team will prepare the civil improvement plans, special provisions, and cost estimates for the ADA accessible ramps at the corners of the intersections. The plans will address the design of the following:

- Street hardscape and sidewalk heaving repair immediately adjacent to the curb returns
- Street sidewalk and gutter pan repair approximately 75 feet from the southwest return where drainage issues exist.
- Underground wet utilities (if necessary)

The improvement plans will be drawn at 1:10 or 20-scale, 24x36 plan sheets, and prepared according to the City's standards. The plans will contain the following sheets:

- Grading Details
- Typical Street Cross Sections as required by the reviewing agency
- Any and all details necessary to clarify the plan intent

##### TASK 2.2.2 TRAFFIC SIGNAL IMPROVEMENT PLANS

The traffic signal modification design plans will be produced in AutoCAD (2011) format. Stantec will field verify all the information on the as-built drawings provided by the City. The survey information will be used to develop a base map that shows the existing curbs and gutters, roadway striping, and the locations of existing traffic signal equipment. This would serve as the base map for the project. Stantec will visit the project site for an additional field review, including verification of existing electrical conduits, electrical pull boxes, and existing layout of signing, pavement markings, and surface utilities. We will make field observations, investigations, and review safety issues of existing conditions. The Stantec team will coordinate with all utilities in accordance with Caltrans "Manual on High and Low Risk Underground Facility Within Highway Rights of Way" to eliminate conflicts encountered during construction.

Stantec will use the base map to prepare the 65% design level plan showing the layout of the traffic signal equipment, including locations of the new signal controller/cabinet, poles, pedestrian countdown signals, traffic signal interconnect, emergency vehicle pre-emption, traffic marking, striping and signage design, intersection safety lighting, etc. Designs will be in accordance with Caltrans design standards, California MUTCD guidelines, and the City of Stockton's current design standards. The design will include all existing traffic signal equipment to be removed, upgrade of controller/software (as needed), cabinet



replacement, pole and signal head replacement, video cameras relocation and detail, and Opticom equipment on traffic signal poles.

The traffic signal modification plan sheet will be drawn to the scale of 1"=20" showing the traffic signal treatments and upgrades. Fiber termination and details will be shown on the plans at both the intersections, since both cabinets will be replaced. Fiber assignment and splicing diagram, if any change is needed, will be shown as needed such that AT&T can build directly from the plans.

Opinion of probable construction cost (estimate) will be prepared at the 65% design submittal. The estimate will be based on the latest pricing data available from Caltrans based on recent similar bids.

**Deliverables:** 6 sets of 65% plans, project specifications, and construction estimate

#### TASK 2.3 - 95% DESIGN

After the City's review of the 65% design documents, including the civil improvements and signal modification, Stantec will set up a review meeting with City staff. At this meeting we will go through the comments together and reach a resolution on approaching forward with the design. Stantec will prepare a resolution matrix based on the 65% design review meeting.

Once the resolution matrix is accepted, Stantec will proceed and make revisions based to the 65% plans and start preparing the 95% plans.

Stantec will prepare 95% construction drawings, contract specifications, and a detailed opinion of probable construction cost estimate incorporating all comments from City staff.

The 95% design package will be submitted to the City for their review and approval.

**Deliverables:** Comment resolution matrix  
6 sets of 95% plans, project specifications, and construction estimate

#### TASK 2.4 - 100% DESIGN

After the City's review of the 95% design documents, Stantec will set up a review meeting with City staff. At this meeting we will go through the comments together and reach a resolution on approaching forward with the design. Stantec will prepare a resolution matrix based on the 95% design review meeting and submit to City for their approval. Once the resolution matrix is accepted, Stantec will proceed and make revisions based to the 95% plans and start preparing the 100% plans.

Stantec will prepare 100% construction drawings, contract specifications, and a detailed opinion of probable construction cost estimate incorporating all comments from City staff. Stantec will prepare and submit the 100% construction drawings, contract specifications, and a detailed opinion on probable construction cost estimate and submit for City staff review.

If City has minor editorial comments, Stantec will update the plans to reflect those changes as the Final Plans for the project. The Final Plans will be signed by the project manager, a licensed professional engineer in the state of California. The final plans will be provided to the City as Mylars and also in electronic format.

**Deliverables:** Comment resolution matrix  
100% plans, project specifications, and construction estimate  
Final plans in Mylars  
Electronic Files (Plans in AutoCAD, Specification in MS Word, and Estimates in Excel format.

#### TASK 3 - MEETINGS AND AGENCY COORDINATION

##### TASK 3.1: GENERAL MEETINGS AND COORDINATION

Upon notice of selection, Stantec will:

- Prepare an agenda for a project initiation meeting. The meeting agenda will include the following:
  - Introduction to the meeting

- Establish a protocol for communicating project information
- Review scope of work and project specifics
- Project schedule in Microsoft Project format, including time for City reviews. The project schedule will show tasks, duration, milestones, assignment, and critical paths for the project.
- Review available information, including:
  - Aerial photos in digital form, if available (or Google Earth Professional will be used)
  - As-built plans for each study intersection
- Formats for drawings and specifications
- Construction and procurement support
- Issues regarding project requirements for grant administration
- Other issues, as appropriate
- Milestones and invoicing information
- Coordinate with utility companies and AT&T
- Attend one pre-construction meeting
- Attend one post-construction meeting after completion of construction
- Meet with City staff, as needed, during the design phase of the project to review the PS&E
- Attend meetings, as needed, during construction to assist City staff
- Prepare and coordinate with Caltrans for RFA
- Resolve any utility issues
- Maintain Microsoft Project schedule for the project with baseline information.

### TASK 3.2: PUBLIC OUTREACH AND PUBLIC MEETING

An organized, inclusive public outreach program has been designed and will be implemented by the Stantec team. The Outreach efforts will be led by Judith Buethe Communications (JBC), a local firm experienced in public involvement projects and with recent experience on several City of Stockton and Caltrans projects. JBC will lead the public outreach effort on this project under the direction of Judith Buethe, the Owner.

The public outreach program for the project will include, but is not limited to, a public meeting, a database coded by interest and activity, creating a call log, a web page, news releases, and other materials as needed.

#### TASK 3.2.1 IDENTIFICATION OF STAKEHOLDERS

JBC will work with the City of Stockton and the Project Development Team to identify a geographic area of interest to the project. JBC will research and develop a stakeholder database of residents, property owners from Assessor Rolls, business owners, community and civic organizations, transit, first responders, Miracle Mile Improvement District, and other potentially interested parties, which will be updated throughout the project with names from the public meeting sign-ins, information from the project team, and from telephone, e-mail and personal contacts. The stakeholder database, which will be designed to meet State CEQA Guidelines and requirements for noticing, will also be coded according to interest and ongoing involvement/interaction with the project. Groups in the stakeholder database will include, but not be limited to, the following:

- City of Stockton elected and appointed officials, Stockton Unified School District, and other pertinent governmental and quasi-governmental entities
- Caltrans
- Residents and property owners nearby the intersection
- Businesses and other establishments nearby the project area
- Groups representing businesses, e.g., Miracle Mile Improvement District and the five Chambers of Commerce in Stockton
- Civic, community, and environmental groups
- Emergency responders
- Transit
- Pertinent City staff

- Other pertinent local, state and federal agencies and stakeholders

**Deliverables:** Stakeholder database, which will include recent Assessor rolls of property owners, will be updated as additions and/or changes occur; and will include notations of stakeholder activity/involvement.

### 3.2.2 PUBLIC INFORMATION MEETING (1)

A Public Information Meeting will be held to present the need for the project, as well as concepts and design features to neighboring property owners, residents and businesses and to the general public and to receive comments on environmental issues. The meeting will be held in a nearby facility—perhaps El Dorado School—and will be designed to provide information and to obtain feedback on the project features, design alternatives, and perceived impacts to adjacent properties and businesses.

JBC will schedule the public meeting; make all site arrangements; compose, design, and issue meeting notices by first-class mail to the stakeholder database; prepare agendas, sign-in sheets, comment sheets, signage, and other print materials; facilitate meeting proceedings; assist with preparing exhibits to illustrate concepts and plan elements; provide refreshments; provide Spanish-language translation; and assist with appropriate responses to public comments.

JBC will compile all comments and recommendations for administrative and public review in a detailed summary meeting report. JBC will also include Title VI reporting.

Preparation for the public meeting will include a “dry run” with the Project Development Team. The dry run will review the format and information that will be presented at the public meeting.

#### **Deliverables**

- Dry run meeting for Public Information Meeting
- Up to 250 first-class mailed meeting notices for the Public Information Meeting to the stakeholder database (See 3.2.1 Identification of Stakeholders), agendas, comment sheets, sign-in sheets, a frequently asked questions document, signage, exhibits (up to five), public meeting facilitation; and provide record of public comments and responses, meeting summaries, refreshments, Title VI reports. Spanish-language translation will be available.

### 3.2.3. PUBLICITY/ADVERTISING

JBC will prepare news releases for the City’s Public Information Officer and Webmaster, to publicize the Public Information Meeting, to announce the start of construction, and to announce other significant information during construction.

### TASK 3.3 – ENVIRONMENTAL CLEARANCE

The proposed project will require environmental clearance, since it is federally funded by HSIP funds. Stantec will interact with the DLAE and staff on behalf of the City to facilitate Caltrans' completion of PES and NEPA review for the project. Stantec will review the Caltrans Local Assistance Work Plan and Tracking Sheet, which will be used to track work progress on items related to the NEPA review. Stantec will prepare the CEQA compliance letter and Stantec does not anticipate any need for technical studies, except the traffic and noise study, for this project.

Stantec will support in preparing the documents needed for the E-76 Authorization to Proceed with Construction document. Stantec will prepare and submit the construction request for authorization, the award package to the low bidder, and the post-construction package according to the Local Assistant Procedures Manuals (LAPM) and Local Programs Procedures (LPPs). As part of the RFA document Stantec anticipates preparing the following documents provided the LAPM procedures does not change:

- Request for Construction Authorization (Exhibit 3-D)
- Completed Request for Construction Authorization Data Sheet (Exhibit 3-E)
- Approved NEPA – Provided by City
- Categorical Exception Forms – Provided by City
- PS&E Certification (Exhibit 12-c)

- PS&E Checklist (Exhibit 12-D)
- No Right of Way Certification (Exhibit 13-B) - Approved
- Local Agency contract Administration Checklist (Exhibit 15-A)
- Finance Letter (Exhibit 3-O)
- Local Agency Agreement Checklist (Exhibit 4-A)
- Field Review Form (Exhibit 7-B)
- Systems Engineering Review Form (Exhibit 7-I)
- Estimate of Cost (Exhibit 12-A)
- PS&E package
- Vicinity Map

Stantec will prepare additional documents and forms as needed by LAPM to obtain the Authorization to Proceed with construction. Stantec do not anticipate conducting or generating any technical studies or report as part of this task.

#### TASK 4 – BIDDING AND CONSTRUCTION PHASE

Stantec will answer bidders' questions and provide clarifications to the bid documents during the bidding process. Specifically, we will assist the City as follows:

- Answer contractor bid questions and requests for information/clarification (RFI) of the design and/or construction documents.
- Attend the pre-construction meeting.
- Answer contractor's Request for Information (RFI). Stantec will provide clarifications and respond to contractor's questions during the construction phase, as needed. We will review and respond to contractor's RFIs during construction within two working days.
- Assist the City inspector with specific design issues during construction.
- When requested by City staff, Stantec will attend meetings to answer design questions and clarify design elements.
- Prepare record drawings from City/Contractor redline as-builts and submit reproducible mylars and disks in acceptable electronic format.

#### EXCEPTIONS TO THE SCOPE OF SERVICES

It is understood that the following are not included in the scope of services:

- hazardous waste testing, monitoring and contingency plan for both site and building demolition work,
- Phase I Environmental Assessment, Phase II Subsurface Investigation, and asbestos and lead containing material investigation and report,
- Geotechnical monitoring,
- Environmental impact report,
- Permit applications and fees,
- Construction management, inspection, supervision and scheduling,
- Building interior plumbing and fire sprinkler plan,
- Gas, electric and telephone service plans, storm pump and sewage lift stations, and water pressurizing system plans,
- Design of any structural elements,
- Record Survey Maps, Tentative Maps, Parcel Maps, Final Maps and legal descriptions and sketches,
- PUE or right of way dedications,
- Construction staking.

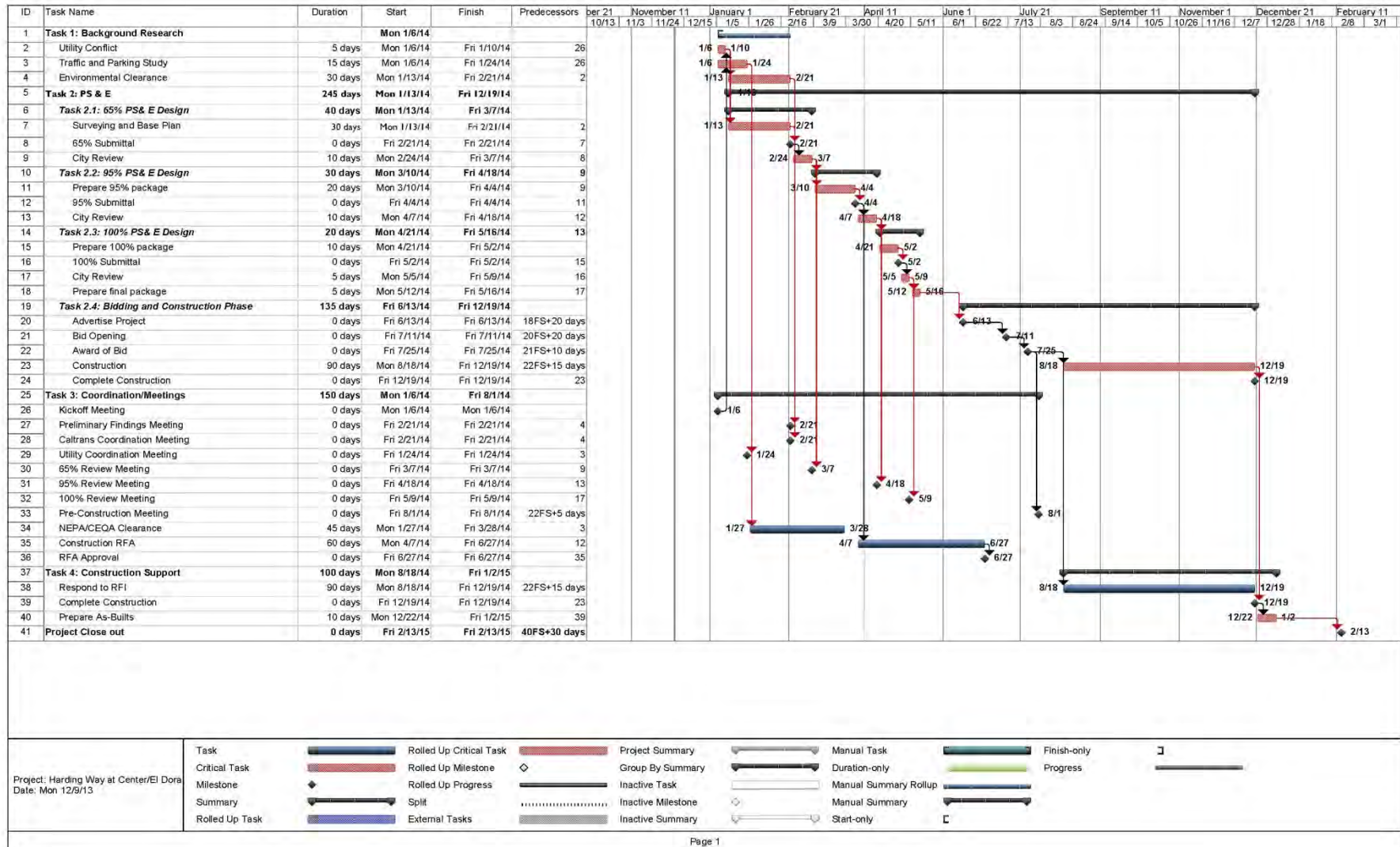
## Organizational Chart



Our proposed project team members have successfully completed similar projects throughout California and the United States. Under the section Proposed Team are summaries of Stantec's firm information and short Key Team bios.



# Schedule and Deadlines



## Staffing Plan

We have carefully selected a team of professionals with in-depth knowledge and successful experience providing consulting services for numerous transportation engineering projects. Our team brings a high level of commitment, enthusiasm, and background to meet the requirements for providing the required services for the City of Stockton.

We understand that continuity of staff is critical to the successful completion of your projects. No Key Staff will be removed or replaced without the prior written concurrence of the City.

The staffing plan for Stantec is shown in the table below.



Harding Way at El Dorado Street and Center Street  
City of Stockton

Harding Way at El Dorado Street and Center Street											
	Stantec Consulting Services							Seigfried	CirclePoint	Judith Buthe (DBE)	Totals Hours By Task
	Habib Shamskhou	Joy Bhattacharya	Vasavi Pannala	Kasra Behbahani	Vinay Vanapalli	Mark Bekarek	Casey Barkman				
<b>Task 1 – Background Research</b>											
1.1 Utility Conflict			2			2					4
1.2, Traffic and Parking Study		4	8								12
1.3 Environmental Clearance		2	4								6
<b>2. PS&amp;E</b>											
2.1 Surveying and Base Plan		2	8		8	2	2				22
2.2 65% Design		4	24	4	24	4	40				100
2.3 95% Design		4	16		16	1	24				61
2.4 100% Design	2	4	8	2	8	1	12				37
2.5 Final Design	1	2	4		4	1	4				16
<b>3. Coordination/Meetings</b>											
3.1 Environmental Coordination		4									4
3.2 Public Outreach and Meeting		6									6
<b>4. Bidding and Construction Support</b>		8	4								12
<b>Total Hours By Team Member</b>	3	40	78	6	60	11	82				280

## Proposed Team

We have assembled the same team that completed the Airport Way project for the City. We have teamed with local consultant, Siegfried Engineering, Inc. to provide topographical survey and ADA ramp improvements for the project. Public Outreach will be provided by a local outreach firm Judith Buethe Communications (JBC). JBC is a local DBE firm and have been involved with multiple outreach projects for the City. Environmental support will be provided by CirclePoint, a very well reputed firm for environmental and Caltrans local assistance process.

### Prime Consultant

Stantec, founded in 1954, provides professional consulting services in transportation, planning, engineering, architecture, surveying, environmental sciences, and project management for infrastructure and facilities projects. We support public clients in a diverse range of markets, at every stage, from initial concept and financial feasibility to project completion and beyond. Our services are provided on projects around the world through approximately 13,000 employees operating out of more than 193 locations in North America, and 4 internationally. Stantec has 20 locations in California, including an office in Modesto.

### Stantec Proposed Key Personnel

#### Stantec – Traffic Engineering

##### **JOY BHATTACHARYA, P.E. PTOE., Project Manager Senior Project Manager**

Mr. Bhattacharya specializes in PS&E Design, Traffic Operations, and ITS and has in-depth experience in the development, design and implementation of various engineering strategies in major metropolitan areas, including Adaptive/Responsive Traffic Signal Systems and Transit Priority Systems; preparation of Incident Management Plans; design of fully automated Electronic Toll Collection systems; preparation of PS&E for field implementation of CCTV, Changeable Message Signs, Highway Advisory Radio, Ramp Metering and ATMS systems; and freeway and arterial operations using micro-simulation. Local projects to his credit include the Mountain House ATMS, City of Hayward Adaptive Signal Systems, Sacramento Intermodal Transfer Facility Concept Plan and the Santa Clara VTA Capitol Corridor Transportation Study.

Mr. Bhattacharya is an active member of the Bay Area Section of ITE and served as the 2006-2007 President. He also served on the ITE Transportation Software Development Task Force, Intelligent Traffic Signal Operations Committee, and the ITE Highway/Railway Active Controls Committee. His in-depth involvement with this organization keeps him abreast of traffic issues faced by jurisdictions in the Bay Area and the latest, developing technologies/ methodologies being utilized in the field of transportation engineering. Joy is a registered Civil Engineer and a Professional Traffic Operations Engineer, with advanced degrees from the University of Tokyo, Japan, and the University of Delaware. He has worked with numerous agencies on a variety of traffic engineering assignments. He is very familiar with government protocol relating to transportation studies and projects, and has experience with a variety of agencies as well as the public.

In addition, he is an instructor for two courses offered through the UC-Berkeley Technology Transfer Program: TE-10 Advanced Signal Timing and Operations, and California Traffic Engineering License Review. He teaches Transit Signal Priority as part of TE-10.

##### **HABIB SHAMSKHOU, Principle-in-Charge Global Practice Leader**

Habib Shamskhrou brings nearly 30 years of experience managing a wide variety of transportation projects. Originally trained as a transportation systems engineer, he is now a recognized authority on emerging advanced technologies in transportation. Habib's specialties include program management,



congestion management, active traffic management, strategic planning, and alternative analysis, as well as system architecture, system evaluation, system integration, transportation safety, funding, P3, O&M, and program implementation.

Mr. Shamskhou has been involved in the transit industry, providing feasibility analysis for major transit corridors. He has completed feasibility studies, and system evaluation, System Engineering Management Plan (SEMP) for transit corridors throughout the US.

**VASAVI PANNALA, PE – Traffic Engineering Team Lead  
Senior Traffic Engineer**

Vasavi Pannala is a licensed Civil Engineer with more than 12 years of experience in all aspects of transportation engineering. Vasavi is experienced in working on projects as a project manager and in technical lead role right from the inception, securing funding, feasibility study to design and project completion. Technical experience includes systems engineering, traffic signal design, traffic operational analysis, Intelligent Transportation Systems design, traffic control and lighting design. Vasavi has extensive training and experience in the use of software tools including HCS, Synchro, Corsim, TRAFFIX, PARAMICS, VISSIM, Integration, Lumen Micro, AGI 32, Microstation and AUTOCAD.

**MARK PEKAREK, PE – Lead Engineer  
Project Manager**

Mr. Pekarek is a project manager with more than eight years of experience overseeing engineering design of projects, infrastructure master plans, special design assignments, client contact, improvement plans, project management, and construction support. He has been involved in a number of urban and residential projects in California. His experience includes the application and design of water, wastewater, man-made lakes, sewer and storm drain systems, utility improvements, and grading plans.

**VINAY VANAPALLI, PE, PTOE – Assistant Engineer  
Transportation Engineer**

Mr. Vanapalli has been working in the roadway and traffic engineering field for eight years. His specific experience includes geometric roadway design, traffic operations analysis, traffic impact analysis, traffic signal design and transportation planning. He is an experienced user of traffic analysis software, including SYNCHRO, SIMTRAFFIC, and HCS. He also has familiarity with AUTOCAD, INROADS, PARKCAD and AUTOTURN softwares.

**CASEY BARKMAN – CAD Lead  
Engineering CAD Technician**

Mr. Casey Barkman has more than 13 years of experience in roadway design, land development engineering, and project and construction management. His experience includes drafting, project design, project management, planning and engineering, quality control, and coordination among public agencies, developers, sub-consultants, and surveyors.

Casey has accrued much project design and management experience through his work on numerous roadway and residential projects in California. He has specific design and drafting experience in the areas of highways, grading design, drainage design, roadways, bikeways, site development, site balancing, pavement design, traffic control, sanitary sewer, domestic water systems, and agricultural irrigation. Casey has been involved in a number of highway, urban, and residential projects in the Central Valley.

**ADAM REED – CAD Lead  
Engineering CAD Technician**

Mr. Casey Barkman has more than 13 years of experience in roadway design, land development engineering, and project and construction management. His experience includes drafting, project design, project management, planning and engineering, quality control, and coordination among public agencies, developers, sub-consultants, and surveyors.

## Subconsultants

### SIEGFRIED – Civil Engineering

Siegfried is recognized as one of the foremost design and engineering firms in northern and central California, as measured by our clients, our employees, and our community. We have been shaping success for businesses and communities since 1955.

Siegfried solves our clients' toughest challenges, making complex projects not only manageable but truly successful. Our innovative approach and technical expertise continue to shape the success of communities and businesses throughout the region and beyond.

At Siegfried we have:

- **A multidisciplinary approach** to engineering, surveying, architecture, planning, and landscape architecture which gives our clients the efficiency of a full service firm with a depth of knowledge unmatched.
- **An open and efficient management process** that keeps projects moving seamlessly from concept to execution.
- **Advanced technological tools** with clear benefits: faster turnaround, fewer mistakes and often, significant cost reduction.

Clients appreciate our clear communication, and ability to anticipate and follow through on client and agency needs. Most importantly, clients benefit from our ability to handle the budgetary, regulatory and other details that determine the success of every project.

### PAUL SCHNEIDER, PE – Civil Engineering Team Lead

Mr. Schneider is recognized throughout the engineering community for his comprehensive knowledge, technical skills and ability to manage major private and public development projects. His expertise is showcased in his strong ability to direct Siegfried's major projects, beginning with the acquisition of entitlements and conceptual master planning, continuing through design of infrastructure and improvement plans.

As Vice President and Principal of Siegfried, Mr. Schneider is held in high regard for his strong ability to solve complex engineering and construction problems and finish projects on time and on budget.

### MATT CUNNINGHAM, PLS – Survey Lead

As Siegfried's Survey Department Manager, Matt is responsible for the continued success of large public and private surveying projects throughout California and beyond. In addition to managing the department, his responsibilities include developing and reviewing subdivision maps, lot line adjustments, and preliminary parcel maps.

Matt and his team of surveyors perform boundary surveys, ALTA surveys, map the topography of land, establish elevations, perform title surveys, lay out photo controls for aerial photography, and lay out buildings, subdivisions, roadways, and other construction projects.

### JUDITH BUETHE – Public Outreach

Judith Buethe Communications (JBC), a local DBE/SWBE firm, will design and implement a public outreach program to assist the project team in presenting the Harding Way at El Dorado Street and Center Street Intersections Project to the public, promoting public participation in the process, building community consensus, and ensuring communication and understanding between decision-makers, property owners, businesses, residents, and other stakeholders. The outreach will include community education on the importance of the Project and on the current condition of the existing project location.

### JUDITH BUETHE – Public Outreach Team Lead

Judith Buethe, founder and owner of Judith Buethe Communications, has 36 years of private and public sector experience in public relations, event coordination, and consensus building. Judith designs and implements effective strategic public outreach and education programs, project team communication plans, public meetings and open houses, newsletters, direct mail campaigns, and advertising, cross-cultural communications, social marketing, stakeholder identification; media relations; produces events (up to 4,000 people); focus groups, consensus development programs, and large-scale meetings and

hearings; coordinates websites and social media; and staffs Hotlines. She has effectively served as a hearing officer and worked closely with Caltrans staff on many projects. She has designed and managed regional surveys, as well as programs to satisfy environmental justice requirements, and has satisfied CEQA/NEPA requirements for community outreach on many projects.

#### **MIRANDA WINTERS – PR Specialist**

Miranda Winters, Deputy Project Manager, designs and implements public outreach programs and events in San Joaquin and Stanislaus Counties, working with community and governmental agencies. She works closely with the firm's owner to address client and community needs.

#### **CirclePoint - Environmental**

#### **SCOTT STEINWERT – Environmental Team Lead**

Scott Steinwert has 25 years of experience preparing environmental documents and planning studies and conducting public involvement programs for a wide range of projects. He is recognized as a leader in the field of visual impact assessments for transportation projects and has overseen the visual impact analysis of several high profile projects such as the Golden Gate Bridge Suicide Barrier. Scott's depth of experience allows him to be particularly effective in strategizing with clients about the most efficient approach to environmental review. He is a skilled project manager and oversees interdisciplinary teams of specialists in all areas of environmental analysis and planning. His areas of focus include land use, socioeconomic, and environmental justice evaluations; Section 4(f) evaluations; Section 106 compliance procedures; and visual impact assessments. Scott also organizes and facilitates public meetings and workshops on planning, environmental, and design issues.

Scott has prepared more than 200 environmental documents and studies involving coordination and approvals from state and federal agencies, including Caltrans, Federal Highway Administration, Federal Railroad Administration, Federal Transit Administration, U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, Surface Transportation Board, Bureau of Land Management, and the Environmental Protection Agency.

#### **JENNIFER GALLERANI MARQUE, LEED AP – Project Engineer**

Jennifer Gallerani Marquez has eight years of experience as an environmental analyst. She is a highly-motivated project manager with a diverse knowledge in a number of fields including environmental documentation, urban planning, economic development for transportation projects, and the historical and regulatory review of hazardous materials records for infrastructure development. Jennifer has worked directly with regional planning and transportation agencies and city and county development agencies in California. Her focus is the preliminary identification of environmental constraints that may affect project design, alternatives, cost, schedule, and delivery. Jennifer often plays a lead role as the quality control/quality assurance reviewer for the environmental documents and supporting technical reports prepared by project teams.

#### **WILTEC**

Wiltec is a professional traffic engineering firm that specializes in the conduct and analysis of all transportation-related surveys. With a staff of over 20 employees and offices in Pasadena and San Jose, California, the firm provides survey services to numerous clients in both the public and private sectors. On average, Wiltec conducts about 200 different transportation surveys per year throughout California and in Nevada and Hawaii.

Wiltec's strength is in its core group of professionals, including a registered professional traffic engineer; most of whom have been with the firm for over five years and collectively have over 40 years experience in the planning, conduct, analysis, summary and documentation of transportation surveys. Beyond the undisputed quality of its survey capabilities, Wiltec is widely respected for its commitment to understanding each individual client's particular needs and "going the extra mile" to meet and exceed them. To many clients, Wiltec is the only firm upon whom they rely for all of their survey needs.

Wiltec maintains one of the largest permanent traffic survey crews in California and offers a wide range of services including the following:

- Manual Intersection Traffic Counts
- Manual Vehicle Axle Classification
- Manual Mainline Freeway and Ramp Surveys
- 24-Hour ADT Machine Counts
- Travel Time and Speed Surveys
- Saturation Flow Rate Surveys
- Queuing Surveys
- Vehicle Occupancy Surveys
- Origin and Destination Surveys

Wiltec is certified as a Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE) and Small Business Enterprise (SBE) by the California Uniform Certification Program.

Wiltec will serve to meet the 5.27% DBE requirement set forth in the RFP. The letter of their latest DBE certification, dated September 27, 2013 is attached under forms in Appendix B, along with their last DBE certificate.

## Staff Resumes

Attached in Appendix A are full-length resumes for all proposed Team Staff that are highlighted in the Organizational Chart, including all proposed subconsultant.

## Project Manager

The Stantec team was developed specifically to serve you, and we selected our team members for their specialized expertise, related experience, and quality of delivery. We offer you a fully qualified and experienced team that brings you many years of relevant experience, staff familiar with your operations, and the stability and resources to meet your needs, both safely and efficiently. Stantec will be fully responsible and accountable to City of Stockton for the team's performance on this assignment, and will work as partners with you in the implementation of your assignments. We offer you an overall Contract/Project Manager who will serve as your main point of contact, and specialized Task Leaders for the categories of traffic engineering, civil engineering, public outreach and environmental services.

Once Stantec is selected for providing engineering services to the City of Stockton, Stantec's project manager, Joy Bhattacharya will be the point of contact for the City. As the Project Manager, he will be responsible for contractual actions for this contract. All the work for this project will be performed from the Walnut Creek office.

### Joy Bhattacharya, PE, PTOE

Senior Associate, Transportation  
Stantec  
1340 Treat Boulevard, Suite 300  
Walnut Creek CA 94597  
Ph (925) 296-2107  
joy.bhattacharya@stantec.com

## Sample of Similar Work Experience

### Traffic Signal Modification on Airport Way at Park Street, Oak Street & Fremont Street

Stockton, CA

---

Joy as the Project Manager was responsible for preparing the PS&E for three intersections on Airport Way. The traffic signals were upgraded to current Caltrans standards and protected left turn phasing was added on Airport Way for the three intersections. The project included traffic and parking study, environmental clearance, design for ADA compliance, modified signing and striping design, signal timing, emergency vehicle preemption, installation of PTZ video cameras, and modified fiber interconnect from AT&T. The parking and traffic study was completed to determine intersection level of service and parking impacts. Environmental clearance was required in accordance with Caltrans Local Assistance Procedures Manual and Local Program Procedures.



### PS&E for SR238 Improvement Project

Hayward, California

---

The purpose of the project is to reduce congestion in downtown Hayward to accommodate current and projected future traffic demand in the corridor and improve accessibility to Cal State Hayward College and Moreau High School. The project adds travel lanes on Foothill Boulevard north of Mission/Foothill/Jackson intersection by removing parking during the peak hours, and south of Mission/Foothill/Jackson up to Palisades Street. The project involves spot widening at Mission Boulevard/Carlos Bee Boulevard and improvements and upgrades at 28 intersections along the SR 238 corridor. The project also constructs a one-way loop system in downtown Hayward by converting Foothill Boulevard between Jackson and A Street to 6 lanes northbound, A Street between Foothill Boulevard and A Street to 5 lanes westbound and Mission Boulevard to 5 lanes southbound between A Street and



Jackson Street. In addition to the roadway improvements, the project includes additional landscaping, sidewalks and LED, street lighting along the corridor.

On the ITS side, the project included evaluation and design of an Advanced Traffic Management System with adaptive coordination capabilities. The design plans were completed on a fast-track schedule, and the roadway improvements and signal modifications are now under construction. ITS services for the project included, Developing the ATMS functional requirements, Preparing draft and Final Concept of Operations reports, Analyzing traffic detection and communications requirements, and Evaluating adaptive control traffic signal systems and selecting the system that most effectively meets the City's signal system requirements.



## Webster Street SMART Corridor Project

Alameda, California

Future development and redevelopment plans along the western estuary and within the cities of Alameda and Oakland will significantly increase traffic demand in the Posey and Webster Tubes, the two parallel underwater tunnels connecting the cities of Oakland and Alameda. A study of expected 2030 conditions anticipates traffic volumes in the Posey Tube will increase by 45 percent during the p.m. peak hour and traffic in the Webster Tube will increase by 75 percent in the a.m. peak hour. Current traffic conditions within the tubes result in significant traffic congestion as traffic backs up into both Alameda and Oakland.

The primary goals of this project, being administered by the Alameda County Congestion Management Agency, are to address current traffic congestion, improve transit service, enhance emergency access, be proactive in planning for the future, provide better traveler information, and improve air quality through reduction of vehicle emissions – without widening roadways. The Webster Street SMART Corridor project will achieve these goals through implementation of advanced signal system technology and Intelligent Transportation Systems (ITS) strategies.

- To enhance the efficiency of the existing transportation network, including both the Posey and Webster Street Tubes, the project included:
- Developing a Transit Signal Priority (TSP) system to reduce travel time along five AC Transit lines
- Designing traffic signal coordination systems along Webster Street and for Constitution Way/Lincoln Avenue
- Designing a new traffic signal at Webster/Pacific Avenues and signal modifications at five intersections
- Designing and implementing an Advance Vehicle Detection system (VDS) to monitor traffic conditions along the corridor and alert the public of current travel conditions

- Designing and implementing a closed-circuit television camera (CCTV) system to assist with incident removal or equipment failures
- Implement Advanced Traveler Information System (ATIS) to disseminate traveler information via <http://www.smartcorridors.com/>, and
- Implement Incident Management System (IMS).



## I-80 Integrated Corridor Mobility Project

Alameda and Contra Costa County, CA

---

As a sub to the System Integrator, Stantec is responsible for evaluating the existing system and providing solution by designing, developing and implementing communication between the field elements and the TMC and between the City TMC and Regional TMC. Stantec is working closely with 11 cities and 2 transit agencies to implement the system. Stantec is responsible for the successful implementation and operation of all the advanced strategies implemented as part of the project. The I-80 ICM project includes the implementation and integration of traffic and transit operations strategies including adaptive ramp metering, ramp metering priority for transit, traffic operations systems, active traffic management, and incident management along a 19.5 mile section of I-80 between the Bay Bridge Toll Plaza and the Carquinez Bridge. In addition to the freeway improvements, the project consists of local arterial and transit improvements along San Pablo Avenue, including signal synchronization, transit signal priority and flush plan for incidents.

## References

**Virendra Patel**  
Transportation Engineer  
City of Alameda  
Public Works  
950 W Mall Square, Suite 110  
Alameda, CA 94501  
VPATEL@alamedaca.gov

**Majid Hafezieh**  
City Traffic Engineer  
City of Hayward  
777 B Street, 2<sup>nd</sup> Floor  
Hayward, CA 94541  
(925) 200-3329  
majid.hafezieh@hayward-ca.gov

**Amanuel Haile**  
Project Manager  
County of Marin  
P.O. Box 4186  
San Rafael, CA 94913-4186  
Phone: (415) 499-7137  
ahaile@co.marin.ca.us

**John Hemiup**  
Project Manager  
Alameda County Transportation  
Commission  
1333 Broadway, Ste 220  
Oakland, CA 94612  
(510) 208-7414  
jhemiup@alamedactc.org

## Cost Proposal & Local Assistance Procedures Manual Forms/Documents

The cost proposal and forms have been included in a separately sealed envelope as required by the RFP directions.



# Appendices

APPENDIX A – RESUMES

APPENDIX B – LOS ANALYSIS

# APPENDIX A

# RESUMES

Mr. Bhattacharya is a Senior Project Manager with expertise in municipal traffic engineering, freeway operations, arterial system planning, circulation studies, traffic impact studies, traffic operations and simulation, Intelligent Transportation Systems, Systems Integration, general/specific plans, parking studies, corridor studies, expert witness testimony, transportation planning for major developments, geometric design, safety studies, and oversight of traffic signal system projects.

### EDUCATION

M.S. Transportation Engineering/Operations Research, University of Delaware, Newark, Delaware, 2001

M.Eng Transportation Engineering, University of Tokyo, Tokyo, Tokyo, 1995

B.Tech (hons) Civil, Indian Institute of Technology, Kharagpur, West Bengal, 1992

### REGISTRATIONS

Professional Engineer #71263 (inactive), Professional Engineers of Oregon

Professional Engineer #91600 (Inactive), Texas Board of Professional Engineers

Professional Engineer #68928, California Board for Professional Engineers, Land Surveyors, and Geologists

Professional Engineer #1103, Professional Traffic Operations Engineer

### MEMBERSHIPS

Board of Directors, ITS-California, Intelligent Transportation Society of America

Board Member, Bay Area Section, Institute of Transportation Engineers

Member, Highway/Railway Active Controls Committee, Institute of Transportation Engineers

President, Bay Area Section, Institute of Transportation Engineers

Member, Transportation Software Development Task Force, Institute of Transportation Engineers

### PROJECT EXPERIENCE

#### Traffic Operations

US 54 Freeway Management System\*, El Paso, TX (Deputy Project Manager)

Metropolitan Transportation Commission's Program for Arterial Systems Synchronization\* (Project Manager)

*Mr. Bhattacharya was the project manager for one of three firms selected by MTC to synchronize traffic signal timing for various municipalities through their PASS program. The PASS project replaces MTC's previous Regional Signal Timing Program (RSTP) and focuses on traffic signal timing upgrades for arterials that carry regional traffic, serve as transit corridors, traverse through multiple jurisdictions, and intersect freeway on ramps and off ramps.*

#### Intelligent Transportation Systems

I-580/Castro Valley Interchanges Improvement, Alameda CTC\*, Castro Valley, CA (Project Manager)

*Mr. Bhattacharya was responsible for the provision of traffic engineering design services for improvements on Interstate 580 (I-580) near Castro Valley in Alameda County. The overall purpose of this project was to provide a more direct connection from the Castro Valley Business District and the Castro Valley BART Station to I-580. Services provided included preparing the PS&E package for signing and striping, overhead highway signs, new and modified traffic signals, highway lighting, traffic management plans and lane closure report, ramp metering with provision for HOV lanes and CHP enforcement area, and traffic signal timing and operations study.*

Houston Uptown Traffic Surveillance System Phases and ITS Support Services\*, Houston (Project Manager)

ITS On-Call Services\*, El Paso, TX (Deputy Project Manager)

Webster Street SMART Corridor Project\*, Alameda County, CA (Project Manager)

*Mr. Bhattacharya acted as the Project Manager for the Webster Street SMART Corridor Project. The project included the development of a TSP system to reduce travel time along five AC Transit lines; design of traffic signal coordination systems along Webster Street and Constitution Way/Lincoln Avenue; design of a new traffic signal at Webster/Pacific Avenues and signal modifications at five intersections; design and implementation of an Advance(VDS); design and implementation of a CCTV system; and implementation of an ATIS.*

Advanced Traffic Management System (ATMS) Design for Route 238 Improvements,\*, Hayward, CA (Project Manager)

*Mr. Battacharya managed the evaluation and design of an Advanced Traffic Management System with adaptive coordination capabilities. The design plans were completed on a fast-track schedule, and the roadway improvements and signal modifications are now under construction. ITS services for the project included: Developing the ATMS functional requirements: Preparing draft and Final Concept of Operations reports: Analyzing traffic detection and communications requirements, and Evaluating adaptive control traffic signal systems and selecting the system that most effectively meets the City's signal system requirements.*

Citywide Advanced Traffic Management System (ATMS) Upgrade Project\*, Milpitas, CA (Project Manager)

*Mr. Bhattacharya supervised the upgrade of the City's signal system to the state-of-the-art ATMS now system provided by Naztec. The project included developing and updating the timing plans for all the signalized intersection within the City of Milpitas.*

Hesperian/Winton/Tennyson/Clawiter ITS Upgrade Project\*, Hayward, CA (Project Manager)

*Mr. Bhattacharya supervised the completions of the 100% PS&E for traffic signal upgrades at 31 intersections along three major corridors in Hayward. The project will upgrade signal controllers at 31 intersections, provide last-mile interconnection between traffic signals to enable communication between the Hayward Traffic Operations Center (TOC) and field elements, install video detection at seven critical intersections, and GPS clocks to synchronize operation between traffic signals maintained by the City and Caltrans. He also supervised and guided the design of the wireless communication system for the Winton Avenue Corridor.*

Grant Line CCTV and Communications Upgrade Project\*, Tracy, CA (Project Manager)

*Mr. Bhattacharya supervised the preparation of the design plans for the installation of CCTV cameras at six key intersections along Grant Line Road in Tracy.*

ATMS for the Community of Mountain House,\*, San Joaquin County, CA (Project Manager)

*Mr. Bhattacharya worked as the Mountain House Community Services District's contracted System Engineering Consultant for the implementation of their Advanced Traffic Management System (ATMS). He supervised and designed several dozen traffic signals within Mountain House, and worked with the County to design and develop a system that will coordinate the community's signals as they are built.*

Ramp Meter Design for I-880 HOV Lane Widening Project,\*, Santa Clara, CA (Project Manager)

*Mr. Battacharya supervised preparation of PS&E for the I-880 HOV Lane Widening project. The scope of work specifically included: PS&E for removal of the existing traffic signals and installation of new traffic signals; PS&E for ramp meter modifications; PS&E for highway lighting modifications for each ramp meter modification location; preparation of lane closure report for highway widening construction; traffic operations system (TOS) for ramp meter.*

### **Rail Signal Systems Design**

Sacramento Intermodal Transfer Facility Concept Plan\*, Sacramento, CA (Project Manager)

Advanced Signal Preemption for Railway/Highway Grade Crossing at Corral Hollow Rd./Byron Rd. \*, Tracy, CA (Project Manager)

*Mr. Bhattacharya assisted the City of Tracy in the completion of the CPUC GO 88, railroad utility permit for the required advanced railroad preemption timing at the intersection of Corral Hollow Road and Byron Road. During railroad preemption, the signal served a railroad clearance phase to clear the tracks followed by a dwell phase to allow movements that did not conflict with the railroad crossing. He prepared the advanced railroad timing preemption report for review and approval by the California Public Utilities Commission (CPUC) and the Union Pacific Railroad.*

### **Traffic Calming**

Miller Creek Road Interchange Traffic Calming Evaluation and Design Alternatives\*, Marin County, CA (Project Manager)

*Under Marin County direction, Mr. Bhattacharya collected extensive travel time and volume data to estimate the extent of the cut-through traffic via the off-ramp at Miller Creek Road. The focus of our study was to develop effective solutions to keep commute traffic on the U.S. 101 freeway and prevent the bypass of freeway congestion via local county roads. Stantec staff developed five preliminary recommended alternatives with the goal of reducing or eliminating cut-through commute traffic. The design alternatives included features such as bulb-outs to narrow pedestrian crossing distances, elimination of free right turns, adding crosswalks, shifting medians, and signage changes.*

Willows Area-Wide Traffic Study\*, Menlo Park, CA (Project Manager)

*Mr. Bhattacharya completed a thorough and comprehensive study of practical solutions to improve neighborhood livability by reducing traffic volumes and speeds through the Willows Neighborhood. The project study area is located between US 101, Willow Road, Middlefield Road, Woodland Avenue and Manhattan Avenue in Menlo Park, including a small portion that falls within the jurisdiction of the City of East Palo Alto.*

### **Traffic Signals Design**

Traffic Signal Modifications on Airport Way at Park Street, Oak Street, & Fremont Street\*, Stockton, CA (Project Manager)

*Mr. Bhattacharya supervised the completion of 100% PS&E for three intersections on Airport Way. The traffic signals were upgraded to current Caltrans standards with protected left turn phasing for Airport Way. The project included design requirements for ADA compliance, and modified signing and striping plans. The signal design includes emergency vehicle pre-emption and fiber optic signal interconnect. A parking and traffic study was completed to determine intersection level of service and parking impacts. Environmental clearance was required in accordance with Caltrans Local Assistance Procedures Manual and Local Program Procedures.*

Habib Shamskhou brings nearly 31 years of experience managing a wide variety of transportation projects. Originally trained as a transportation systems engineer, he is now a recognized authority on emerging advanced technologies in transportation. Habib’s specialties include program management, congestion management, active traffic management, strategic planning, and alternative analysis, as well as system architecture, system evaluation, system integration, transportation safety, funding, P3, O&M, and program implementation.

Habib is focused on developing and growing Stantec’s Intelligent Transportation Systems (ITS) practice across North America and internationally. He will be working closely with Stantec’s experienced transportation professionals and system engineers across North America.

Recent multi-million-dollar projects Habib has been involved in include the I-5/I-90/SR520 Active Traffic Management System (ATMS) Design-Build project in Seattle, developing Corridor System Management Plans (CSMPs) for Caltrans, and implementing several ITS SMART corridor and system integration projects for the Alameda County Congestion Management Agency, as well as ITS projects in Florida, Arizona, Texas, Nevada and Oregon.

## EDUCATION

Master of Science, Transportation Engineering, Polytechnic Institute of New York, Brooklyn, New York, 1980

ABD for Ph.D, Polytechnic Institute of New York, Brooklyn, New York, 1985

Bachelor of Science, Civil Engineering, New Jersey Institute of Technology, Newark, New Jersey, 1979

I-80 Integrated Corridor Management Project (ICM) – Active Traffic Management\*, San Francisco, California (Co-Project Manager and Technical Director)

*The project components includes: Freeway Management Systems; Adaptive Ramp Metering; Active Traffic Management; Speed Harmonization; Incident Management; Arterial Management Systems; Transit Management Systems; Advanced Traveler Information Systems; Traffic Surveillance and Monitoring Systems; and Commercial Vehicle Operation*

## PROJECT EXPERIENCE

### Intelligent Transportation Systems

Mr. Shamskhou served as technical director and project manager for a number of ITS projects throughout United States.

*His project involvement in ITS arena includes: Active Traffic Management (ATM) including speed harmonization; Advanced Traveler Information System (ATIS); Congestion Management and Integrated Corridor Management (ICM); system evaluation and analysis; Advanced Traffic Management Systems(ATMS); Advanced Public Transit Systems (APTS); traffic surveillance and control systems; Transportation Management Center (TMC) design; ITS coalition and consensus building; ITS strategic planning and design; development of System Engineering Management Plan (SEMP); procurement of ITS devices; ITS homeland security; system integration; and operation and maintenance.*

I-5/I-90/SR520 Active Traffic Management System (ATMS)\*, Seattle, Washington (Project Director)

*Project director and member of Project Management Executive Steering Committee for the I-5/I-90/SR520 Active Traffic Management System (ATMS) Design-Build project in Seattle – first major installation of European style ATM system in the US*

## Program Management

Various Program Management projects throughout the US.

*Mr. Shamskhou is an experienced program manager capable of managing large, complex, and controversial transportation projects. He is a consensus builder with expertise in developing conceptual design for multidisciplinary projects toward operational, functional and aesthetic excellence within budget. He is an expert in funding and grant application and assisted several agencies to secure funding for their ITS programs.*

### Automated Highway System (AHS) program\* (Project Manager)

*Automated Highway System (AHS) program, a nine-company consortium led by General Motors. The NAHSC was a \$200 million dollar program in partnership with the US Department of Transportation to specify, develop and demonstrate a prototype AHS by the year 2002. As a program manager, Mr. Shamskhou directed the precursor system analysis of automated highway system for FHWA, evaluating issues pertinent to AHS in the areas of applications*

### Alameda County Congestion Manager Agency (ACCMA) for several ITS SMART corridors and infrastructure projects\* (Program Manager)

*The projects includes: ITS planning; assistance in several grant applications; development of ITS programs; software integration; system evaluation; construction management assistance; preparation of RFP/RFQ; system integration; and enhancement of SMART Corridors program*

### Caltrans Corridor System Management Plans (CSMPs)\*, California (Program Manager)

*Program manager for development of several Corridor System Management Plans (CSMPs) for California Department of Transportation (Caltrans). The CSMP are requirements of the CA Bond Measure program related to Corridor Mobility Improvement Account (CMIA). The CMPS's provide for integrated management of all travel modes to facilitate the efficient and effective mobility of people and goods within California's most congested corridors utilizing the latest techniques in micro-simulation modeling and advance technologies.*

## Strategic Planning

Various Strategic Planning projects throughout the US.

*Mr. Shamskhou is trained strategic planner with expertise of developing short and long term strategic plans for all kind of organizations based on key stakeholder input. He conducted workshops and training and worked on several ITS early deployment and strategic plans including the following projects.*

- *ITS Element of Valley Transportation Plan 2020, Strategic Plan, Santa Clara County, California\**
- *Vancouver Area Smart Trek (VAST) Strategic Plan, Vancouver, Washington\**
- *Automated Vehicle Location System and Transit Priority Control System, Fairfield / Solano County, California\* - Developed both Countywide Transportation Strategic Plan and Transit ITS Strategic Plan*
- *Tahoe Basin Intelligent Transportation System Strategic Plan, Tahoe, California\**
- *Intelligent Transportation Management Systems Project (ITMS), San Francisco, California\**

## Systems Integration

Mr. Shamskhou successfully completed several transportation system integration projects on various scales.

*He designed and deployed fully operational integrated transportation infrastructure solutions applying advanced technology to solve traffic and transportation problems. He designed and delivered several tunnel ATMS systems that includes Supervisory And Data Acquisitions (SCADA). Selected notable projects includes:*

- *I-580 TMP System integration project in Tri-valley cities of Dublin, Livermore and Pleasanton in California\* (Project Director)*
- *SMART Corridor Software Audit for Alameda County Congestion Management Agency, Oakland, California\* (PIC)*

### Reversible HOV Lane Operations, Kalaniana'ole Highway\*, Honolulu, Hawaii (Project Engineer)

- *Developed plans for TSCS for a six-lane arterial with a two-lane reversible center median high occupancy vehicle (HOV) facility for the Kalaniana'ole Highway, Honolulu, Hawaii. The system was first of its kind that provides automatic reversible operation during peak hours.*
- *Developed the basic design concept for TSCS, incorporating the latest ITS technologies for the Southeast 17th Street Causeway, Fort Lauderdale, Florida*



Central Artery/Third Harbor Tunnel project\*, Boston, Massachusetts (Project Manager for Traffic Systems)

*Mr. Shamskhou directed a team that developed a new concept for provision of TSCS incorporating latest ITS technologies and participated in the development of the SCADA system. Unique aspects of this system include systematic lane control, continuous monitoring, and early detection of traffic incidents and provision of traffic flow/demand management during recurrent congestion. Also was responsible manager for the design and preparation of standard/directive drawings, including block diagrams and operation control center layout for this \$13 billion urban freeway improvement project. Reviewed the final design contract documentation for QA/QC*

I-70 Traffic Surveillance Control Systems (TSCS) for Hanging Lake Tunnel for Colorado Department of Transportation\*, Colorado (System Engineer)

*Procured and installed LED VMS/LUS – first application in US. Designed and implemented a fully operational ATMS and reviewed TSCS contract drawings and specifications at conceptual, preliminary and final design stages. As part of TSCS system design effort, conducted a comprehensive study to evaluate different operational/technical characteristics of light-emitting diodes (LEDs) as an emerging variable message sign (VMS) technology versus fiber-optic technology for 150 proposed VMSs for this project.*

Traffic Surveillance Control Systems (TSCS) for one-mile Cumberland Gap Highway Tunnel between Tennessee and Kentucky\* (Project Engineer)

*The system is designed to provide surveillance by closed-circuit television; data acquisition by loop detectors; communication with the motorist by variable message signs and highway advisory radio; traffic control by traffic and lane use signals; incident response plan; and the operating control/monitoring center. Earlier in the project, coordinated a major effort in preparing the tunnel concept report and developed tunnel section schemes; plans for operation and maintenance of tunnels; a traffic monitoring program, and portal traffic plans.*

Cooper River Bridge Fog Mitigation Project\*, Charleston, South Carolina

*Evaluated the visual range of illuminated traffic control devices such as auto tail and stop lights; pavement markers; VMS and other luminous sources through reduced visibility conditions for a sophisticated fog mitigation system in a technical study for the Cooper River Bridge Fog Mitigation Project, Charleston, South Carolina.*

### **Toll Facilities**

Mr. Shamskhou has been active member of IBTTA and has been engaged in Toll and Revenue (T&R) studies, technology evaluation, market studies, design and rehabilitations of several toll plazas across US.

Design and design support services for the installations of VMSs and VSLs on the Throgs Neck Bridge for Trighorough Bridge and Tunnel Authority\*, Bronx, New York (Project Manager)

Newport Bridge Toll Plaza Expansion Project\*, Newport, Rhode Island (Project Manager)

*As project manager for expansion of the Newport Bridge Toll Plaza, Rhode Island, responsibilities included technology evaluation of new toll systems, supervising preliminary and final design of alignments; drainage, grading and utility relocation; pavement structures; toll booth and canopy design; and preparation of cost estimates and contract documents. The unique design of this toll plaza included installation of fiber-optic VMS in toll plaza canopy and provision of an Automated Vehicle Identification (AVI)/ Electronic Toll and Traffic Management (ETTM) system.*

Jordan Bridge Toll Facilities\*, Chesapeake, Virginia (Task Leader)

*Assisted in developing transportation and toll revenue studies for relocating toll booths and provided technical assistance in the preliminary and final design of the toll plaza.*

San Francisco Bay Bridge Fast Track ETC Lane Utilization Toll, Technology and Revenue Study for San Francisco Bridge And Tunnel Authority (BATA)\*, San Francisco, California (Task Manager)

Benjamin Franklin Bridge Toll Plaza Rehabilitation project\*, Philadelphia, Pennsylvania (Project Engineer)

*Coordinated a multi-disciplinary team of geotechnical, structural, electrical, mechanical and traffic engineers to develop various toll plaza rehabilitation schemes for the Benjamin Franklin Bridge Toll Plaza Rehabilitation project Philadelphia, Pennsylvania.*



### **Traffic Signals Design**

Mr. Shamskhov served as Principal-In-Charge (PIC) role in numerous advanced traffic signal projects throughout the US. Some of the projects were the following.

- *Orange County, California Traffic Light and Synchronization Program (TLSP)\* - OCTA*
- *Walnut Creek Traffic Light and Synchronization Program (TLSP), Walnut Creek, California\* (PIC)*
- *Center-to-Center Communications, Alameda County Congestion Management Agency and Metropolitan Transportation Commission, Alameda County, California\* (PIC)*
- *Downtown Dallas Signal Optimization Program, Dallas, Texas\* (PIC)*
- *Mesa Adaptive Traffic Signal System Evaluation Phoenix, Arizona\* (PIC)*
- *City of Frisco Traffic Signal VISSIM Commuter Model Development, Frisco, Texas\* (PIC)*
- *Concord Traffic Signal Upgrade II, Concord California\* (PIC)*
- *Sunnyvale Adaptive Traffic Signal Systems, Sunnyvale, California\* (PIC)*

### **Transit**

Various Transit projects throughout the US.

*Mr. Shamskhov has been involved in transit industry, providing providing feasibility analysis for major transit corridors. He has completed feasibility studies, and system evaluation, System Engineering Management Plan (SEMP) for transit corridors throughout the US. Selected project include the following.*

- *Feasibility studies, design and system integration of Grand MacArthur Bus Rapid Transit (BRT) project for Alameda County Congestion Management agency and AC Transit in Oakland, California\* (Program Manager)*
- *Evaluation of Transit Signal Priority (TSP) in Las Vegas for Regional Transportation Council (RTC) in Southern Nevada, Nevada\* (Project Manager)*
- *Evaluation and Implementation of Light Rail Transit (LRT)/Transit Signal Priority and Train Detection System for City of Dallas and DART,, Dallas, Texas\* (Project Director)*
- *Geary Boulevard BRT system stimulation modeling and feasibility study in San Francisco, California*
- *San Jose Parking Guidance Systems, San Jose, California\**

## Vasavi Pannala

Senior Traffic Engineer, Transportation



Vasavi Pannala is a licensed Civil Engineer with more than 10 years of experience in all aspects of transportation engineering. Vasavi has experience both as a project manager and working in a technical lead role; from the inception of the project, securing funding, conducting feasibility studies to the design and project completion. As a project manager she has a proven record of completing projects on time and within budget. Technical experience includes systems engineering, traffic signal design, traffic operational analysis, Intelligent Transportation Systems design, traffic control and lighting design. Vasavi has extensive training and experience in the use of software tools including HCS, Synchro, Corsim, TRAFFIX, PARAMICS, VISSIM, Integration, Lumen Micro, AGI 32, Microstation and AUTOCAD.

### EDUCATION

Master of Science, Civil Engineering, West Virginia University, Morgantown, West Virginia, 2001

Bachelor of Science, Civil Engineering, Andhra University, Visakhapatnam, India, 1999

### REGISTRATIONS

Professional Engineer #C 76410, California Board for Professional Engineers, Land Surveyors, and Geologists

### PROJECT EXPERIENCE

#### System Integration

Alameda County Congestion Management Agency, ITS System Integration for I-580 HOV Lanes\*, Pleasanton, California (System Engineer)

*This project involved delivering a fully operational and integrated system that includes variable message signs, highway advisory radio, CCTV and vehicle detection system. Project tasks included coordination of day to day activities of the project to ensure schedule adherence, resolve any issues that needs intervention of a system integrator, work with contractors and vendors to deliver a fully operational and integrated system.*

I-880 Integrated Corridor Management Project\*, Oakland, California (System Engineer)

*As the project lead, Ms. Pannala assisted in the preparation of concept of operation, data needs and system performance requirements for an integrated corridor management system for I-880 Corridor. Additional responsibilities included providing technical assistance, team coordination, and document production.*

Alameda County Congestion Management Agency Grand MacArthur SMART Corridor Project\*, Oakland, California (Project Manager)

*Ms Pannala served as project manager responsible for traffic operational analysis, preparation of SEMP and assisting in system integration activities. These activities are part of transit enhancements project along West Grand Avenue Corridor. The project included transit system engineering analysis, traffic signal modification, signal retiming, interconnect and intersection improvements along MacArthur/Grand/West Grand corridor.*

*As part of this project, Ms Pannala was responsible overseeing the design and installation of 22 LED signs at Transbay Terminal in an accelerated schedule. The LED signs were used to disseminate information such as bus schedule, time of day, unexpected delays or schedule change, holiday greetings etc. Ms Pannala was also responsible to secure all the permits necessary for this work.*

#### Intelligent Transportation Systems

Port of Tacoma Security and Surveillance Project\*, Tacoma, Washington (Project Engineer)

*As the Lead Traffic Engineer, Ms. Pannala was responsible for the installation of security cameras for surveillance purpose at various terminals. The terminals were interconnected to provide a central monitoring in a security building in addition to the local control centers.*

I-25 HOT lane Electronic Toll Facility\*, Denver, Colorado (Project Engineer)

*Ms Pannala was responsible for conceptual layout of a dynamic HOT lane Electronic Toll Collection (ETC) facility and cost estimate of the project. Responsibilities also included fiber optic design for the project. This project involved conversion of existing HOV lanes to HOT lanes; with an ETC facility, ultimately having dynamic tolling capability.*

\* denotes projects completed with other firms

## Vasavi Pannala

Senior Traffic Engineer, Transportation

### Corridor System Management Plans\*, Multiple Sites, California (Project Coordinator)

*Ms. Pannala was the deputy program manager and project coordinator for various District 4 Caltrans Corridor System Management Plans. The CMPS's provide integrated management of all travel modes to facilitate the efficient and effective mobility of people and goods within California's most congested corridors, utilizing the latest techniques in micro-simulation modeling and advance technologies. Her project role included client and sub-consultant coordination; supervision of project administration, resource allocation, and reviewing the technical reports developed.*

### I-80 Integrated Corridor Mobility (ICM) Project\*, San Francisco, California (Deputy Project Manager)

*Ms. Pannala served as deputy project manager for this Active Traffic Management (ATM) project. Project involvement included client coordination, project meeting schedules and stakeholder updates, resource allocations and project coordination. Technical work included review of PARAMICS traffic simulation modeling results, preparation of various traffic technical reports including Corridor System Management Plan, System Engineering Management Plan (SEMP) and Concept of Operation.*

### I-880 Integrated Corridor Mobility (ICM) Systems Engineering and Management Project, Multiple Sites, California—Oakland to San Jose (Project Coordinator and Technical Lead)

*Ms Pannala is the project coordinator and technical lead on the project. Her responsibilities include coordination with the client, Stantec team members and sub-consultants to deliver a quality product in a timely fashion required for the project's success. I-880 Corridor from Oakland to San Jose serves as a major thoroughfare serving the region's commute needs, as well as goods movement needs. The corridor has historically been plagued with both recurrent and non-recurrent congestion which makes it often unreliable and unpredictable. The goal and objectives of the I-880 ICM project is to create a balanced and stable traffic flow throughout the corridor with an emphasis on multi-modal, responsive, and equitable solutions that will reduce congestion, enhance safety, and improve mobility in the corridor. The project elements include: preparation of Concept of Operations, Systems Engineering Management Plan and Project Study Report/Project Report for Incident Management project.*

### Traffic Operations

#### Alaskan Way Viaduct and Seawall Replacement Project\*, Seattle, Washington (Project Engineer)

*Ms. Pannala was responsible for developing a network of downtown Seattle in MapInfo using ITS to perform micro-simulation analysis. The project role also included extensive Corsim modeling which analyzed the five build alternatives proposed for the study.*

#### SCVTA Corridor Planning On-Call\*, Santa Clara County, California (Project Engineer)

*As the Traffic Operations lead for the project, Ms. Pannala was responsible for operational analysis of I-880 Corridor Study. This study examined the segment of I-880 in Santa Clara County between US 101 and I-280. This study looked at various freeway and interchange improvements, and involved conceptual design of the proposed improvements and extensive operational analysis using a combination of CORSIM, Synchro and TRAFFIX.*

#### Geary BRT Project\*, San Francisco, California (Project Engineer)

*As the project engineer, Ms. Pannala was responsible for analyzing traffic impacts for various BRT alternatives, including side running and center running using VISSIM.*

#### Transit Signal Priority in Las Vegas, Regional Transportation Council Southern Nevada\*, Las Vegas, Nevada (Project Manager)

*Ms. Pannala was responsible for developing a VISSIM model for a study corridor that demonstrated transit signal priority for the nine study intersections. Additional responsibilities included evaluating the transit operation improvements, and impacts to overall traffic along the corridor.*

#### I-80 Integrated Corridor Mobility (ICM) Project\*, San Francisco, California (Task Lead)

*Ms. Pannala served as task lead for the traffic operations analysis work using PARAMICS software. The analysis includes traffic analysis of the 20.5 mile I-80 corridor during existing conditions and project built conditions with various Active Traffic Management (ATM) elements including ramp metering, variable speed limit signs and lane management signs.*

\* denotes projects completed with other firms

## Vasavi Pannala

Senior Traffic Engineer, Transportation

Grade Separation over Dunmore Road, City of Medicine Hat, Canada (Project Engineer)

*Ms Pannala was the lead traffic engineer responsible for traffic analysis as part of the Highway 1 and Dunmore Road grade separation project for Alberta Transportation. The traffic analysis was conducted using VISSIM 5.3 for the Dunmore Road corridor including the ramp terminals and two other adjacent intersections. The analysis included comparing the traffic operations with signalized and roundabout intersections for three traffic volume horizons.*

Suncor Energy Oil Sands Main Gate Electronic Access, Calgary, Canada (Project Engineer)

*Ms Pannala was responsible for conducting VISSIM analysis for the Oil Sands electronic access project. The purpose of this analysis was to evaluate the number of gates and length of access lanes required for serving vehicles during AM peak hour passing through electronic security.*

### Traffic Signals and Signage

SR 520 Spur Widening Project\*, Redmond, Washington (Project Engineer)

*As the project engineer, Ms. Pannala developed signing, striping, and traffic control plans for the SR 520 spur widening project. Project tasks included leading the traffic counts and data collection needed for the study, as-built information, preparation of construction cost estimate and specifications.*

Fremont Draw Bridge Replacement Project\*, Seattle, Washington (Project Engineer)

*Ms. Pannala was responsible for signing, striping, traffic control and signal interconnect plans for this draw bridge replacement project. Her role in this project involved preparation of all traffic related plan sheets for various phases of construction, cost estimation and specifications.*

Alameda County CMA Rapid Bus Project-Grand Avenue/MacArthur Corridor\*, Oakland, California (Project Manager)

*Ms. Pannala was the lead engineer responsible for the design and implementation of Transit Signal Priority at 15 intersections along Grand Avenue and MacArthur Boulevard. Installation included an emergency vehicle preemption system, a video detection system to replace existing inductive loops, audible pedestrian signal equipment, and installation of signal poles.*

### Transportation Planning

Scottsdale Road Streetscape and Design Guidelines Project, Scottsdale, Arizona (Project Engineer)

*Acting as the project engineer, Ms. Pannala prepared traffic-pedestrian circulation studies and parking studies, including the study of vehicular traffic, pedestrian traffic, and transit circulation the study area.*

Dos Rio LRT Study, Sacramento, California (Project Engineer)

*Ms. Pannala was responsible for preparing traffic-pedestrian circulation studies and parking studies. The projects included the study of vehicular traffic, pedestrian, and transit circulation the study area.*

SR 82 Corridor Study\*, Sunnyvale, California (Project Engineer)

*Ms. Pannala conducted a highway planning study of the State Route 82 for the Santa Clara Valley Transportation Authority. The objectives of this study were to assess the existing and forecasted traffic operations within the study corridor. A FREQ12 model developed for the study was used for this assessment. This was augmented by the use of TRAFFIX for assessing intersection level of service for local roadway, Leisch curve methods for evaluating weaving sections and Highway Capacity Manual (HCM 2000) methods for assessing ramp operations.*

### Lighting Design

SR 51 HOV Widening Project\*, Phoenix, Arizona (Project Engineer)

*As the lead lighting designer, Ms. Pannala was responsible for lighting analysis using Lumen Micro and the preparation of lighting design plans, construction cost estimates for lighting, and specifications. This project included ten miles of freeway segment with high mast lighting, under deck lighting and short tunnel lighting.*

I-5 HOV Study\*, Seattle, Washington (Project Engineer)

*Ms. Pannala served as a project engineer responsible for conducting lighting analysis for the I-5 study corridor in Seattle, Washington. The analysis was done using AGI 32 software.*

\* denotes projects completed with other firms

Mr. Pekarek is a project manager with more than eight years of experience overseeing engineering design of projects, infrastructure master plans, special design assignments, client contact, improvement plans, project management, and construction support. He has been involved in a number of urban and residential projects in California. His experience includes the application and design of water, wastewater, man-made lakes, sewer and storm drain systems, utility improvements, and grading plans.

### EDUCATION

B.S. Civil Engineering, University of the Pacific,  
Stockton, California, 2004

### REGISTRATIONS

Professional Engineer #70951, State of California

### PROJECT EXPERIENCE

#### Education

Merryhill School, Stockton, California (Project  
Manager)

*Mr. Pekarek was responsible for converting an existing restaurant building site to a daycare/school facility. His design included grading and drainage plans to demolish the existing loading dock and parking lot and expand the site to include a playground and a basketball court. He was also responsible for grading the site to bring it up to current ADA standards.*

#### Multi-Unit / Family Residential

Sunset Lane Apartments, El Dorado, California  
(Project Manager)

*As the project manager, Mr. Pekarek prepared street grading and drainage plans for a hillside apartment complex project. Design included roadway expansion of the adjacent street and a new street immediately adjacent to the project. Design of storm water treatment devices was also included to treat and discharge the water from the project site.*

Canyon Hills, Los Angeles County, California  
(Design Engineer)

*Mr. Pekarek was responsible for design and preparation of grading plans for a 250 lot hillside subdivision in southern California. His activities included improvement plan preparation, street alignment, and grading to serve the hillside lots.*

Masonic Homes, Covina, California (Design  
Engineer)

*Mr. Pekarek was responsible for design of sewer and storm drain systems on a hillside senior living facility in southern California. His activities included improvement plan preparation, pipe sizing, and design of an underground storage facility to treat and contain the stormwater.*

#### Roads and Highways

Ridge Road, Amador County, California (Design  
Engineer)

*Mr. Pekarek was responsible for design and preparation of grading plans for a hillside intersection widening in Amador County, California. Activities included improvement plan preparation, street alignment and grading, and retaining wall design to widen an existing intersection.*

#### Sports, Recreation & Leisure

Hillview Junior High School Play Field Renovation,  
Pittsburg, California (Civil Engineer)

*As civil engineer, Mr. Pekarek participated in the renovation of an existing turf play field to be used jointly by the City and the school district. Services included landscape architecture; sport facility design; and civil, structural, and electrical engineering. Improvements included a new parking lot for 62 cars, a restroom building with storage space, and a lighted synthetic turf sports play field. The field includes striping for a 300 foot by 195 foot soccer field and an overlaid practice baseball diamond with backstop.*

#### Urban Land

Walker Community Park, Galt, California (Project  
Manager)

*Mr. Pekarek prepared grading and drainage plans for the first phase of a 24 acre community park. Design included roadway expansion of the two adjacent streets, an access roadway through the park, and a storm water basin and overland flow area to treat and contain the storm water on-site.*

North Stockton Sewer Master Plan Revision,  
Stockton, California (Project Manager)

*Mr. Pekarek was responsible for analyzing the capacity of a 42-inch north Stockton sewer trunk line. His activities included identifying and calculating sewer flows for all existing and proposed facilities that contribute to the sewer line.*

Montego Estates, Stockton, California (Design  
Engineer)

*Mr. Pekarek was responsible for the preparation of residential improvement plans. His activities included design of water, sewer, and storm drain systems as well as grading and pavement design.*

Cannery Park, Stockton, California (Design  
Engineer)

*As design engineer, Mr. Pekarek was responsible for infrastructure street improvement plans. Activities included design and layout of new arterial streets. Design included street design over box culverts and a bridge alignment over a creek.*

Westlake Villages Spine Street Plans, Stockton,  
California (Project Manager)

*Mr. Pekarek was responsible for infrastructure street improvement plans. Activities included design and layout of new arterial streets as well as widening of an existing arterial street. New street design included a bridge alignment over an existing slough and an arch over a proposed lake.*

## **Water**

Mariposa Lakes Utility Infrastructure, Stockton,  
California (Project Manager)

*Mr. Pekarek was responsible for preliminary alignment and design of approximately 1.5 miles of sewer and water trunk lines to serve a 3,800 acre residential planned community. His activities included sewer and water analysis of the entire project to size trunk lines accordingly.*

Wolfe Road Water Line, Stockton, California  
(Project Manager)

*Mr. Pekarek was the project manager responsible for the design and preparation of improvement plans for approximately one mile of 18 and 12-inch water lines through existing roadways. His tasks also included research of existing utilities and layout of proposed water line alignments based on location of existing improvements.*



Mr. Vanapalli has been working in the roadway and traffic engineering field for eight years. His specific experience includes geometric roadway design, traffic operations analysis, traffic impact analysis, traffic signal design and transportation planning. He is an experienced user of traffic analysis software, including SYNCHRO, SIMTRAFFIC, and HCS. He also has familiarity with INROADS, PARKCAD and AUTOTURN softwares.

### EDUCATION

MS, Transportation Engineering, University of Las Vegas, Las Vegas, Nevada, 2006

MS, Technology, Regional Engineering College, Warangal, Andhra Pradesh, 1999

BE, Engineering, Andhra University, Visakhapatnam, Andhra Pradesh, 1997

### REGISTRATIONS

Certified Professional Traffic Operations Engineer #3234, Institute of Transportation Engineers

Registered Engineer #50172, State of Arizona

Engineer-In-Training #0T5318, Nevada State Board of Professional Engineers and Land Surveyors

### MEMBERSHIPS

Student Member, Institute of Transportation Engineers

Student Member, Transportation Research Board

### PROJECT EXPERIENCE

#### Roadways

I-8 Frontage Roads - Avenue 8E to Avenue 13E, Yuma, Arizona (Traffic Engineer)

*Provided Traffic Engineering services for the widening of I-8 Frontage Roads from the two-lane roadway to two-lane with center turn lane from Avenue 10 East to Fortuna Road.*

Expansion and Modernization of the Mariposa Land Port of Entry, Nogales, Arizona (Transportation Engineer)

*Responsible for preparing conceptual designs for roundabout and super-street at the intersection of SR 189 at Freeport Drive as part of the traffic impact assessment for the Mariposa port of entry project.*

Evaluation of the Effectiveness of Rumble Strips\*, Las Vegas, Nevada

*Carried out the complete analysis of this research project using ArcGIS.*

Conversion of NH-2 to Four Lanes from km 180.00-398.75\*, Kolkata, India

*Responsible for the design of the project's horizontal/vertical alignment using the InRoads software package.*

Conversion of NH4 to Four Lanes from Ranipal to Chennai (RC1 and RC2)\*, Chennai, India

*Responsible for the review and correction of the horizontal/vertical alignment using the InRoads software package.*

#### Traffic Operations

Ramar and Gold Rush Road Improvements, Bullhead City, Arizona (Traffic Engineer)

*Performed the trip generation and distributed the trips in accordance with the existing and proposed landuses in the project vicinity.*

Laughlin Bullhead International Airport, Bullhead, Arizona (Traffic Engineer)

*Responsible for performing a traffic impact study evaluating the impact of the proposed increase in the flight operations at the Airport. Also performed a detailed parking and traffic circulation study for the Airport.*

Usery Pass Candidate Assessment Report,  
Maricopa County, Arizona (Traffic/Transportation  
Engineer)

*Performed capacity (level of service) analysis as per the HCM methodology for the new alignment for various scenarios like two-lane roadway and four-lane divided roadway. Also responsible for data collection of ROW details, accident data, flood plan details, and utility information from various communication agencies.*

### **Traffic Signals and Signage**

Higley-Recker-Williams Field Road Improvements,  
Gilbert, Arizona (Traffic Engineer)

*Traffic Engineer for part of the Traffic Signal Design, prepared the plan, pole, conduit, conductor, and equipment schedule. Prepared the Internally Illuminated Street Name Signs (ISNS) details for all the seven project intersections in accordance with the Town of Gilbert Guidelines.*

### **Traffic Impact Assessments**

Industrial Park at 55th Avenue, Phoenix, Arizona  
(Traffic Engineer)

*A detailed traffic impact study was performed as per the City of Phoenix Traffic Impact Study guidelines to evaluate the effect of the proposed 200- acre industrial park in the City of Phoenix. Signal warrant analysis was also performed to examine the necessity of a signal at the park entrance on 55th Avenue.*

Los Verdes Development, North Las Vegas,  
Nevada (Traffic Engineer)

*Responsible for delivery of a traffic impact study of the proposed mixed-use development in the City of North Las Vegas consisting of Fast Food Drive-thru Restaurants, Shopping center and Retail land uses. A shared parking study was performed to examine the adequacy of the allotted parking.*

Mountain Vail Subdivision, Tucson, AZ (Traffic  
Engineer)

*Responsible for delivery of a traffic impact study of the proposed Mountain Vail subdivision in the southeast region of City of Tucson. The subdivision consisted of 521 single family detached dwelling units. Signal warrant analysis was performed to evaluate the necessity of a signal at the development's entrance.*

Wal-Mart, San Luis, Arizona (Traffic Engineer)

*Responsible for performing a signal warrant analysis for the intersection of Hwy 95 and County 22nd Street.*

Park West Unit 1, Yuma, Arizona (Traffic Engineer)

*Responsible for delivery of a traffic impact study of the proposed Park West Unit 1 subdivision in the City of Yuma. The subdivision consisted of single family detached residential units and a high school. Signal warrant analysis was also performed as part of the impact assessment.*

El Rancho Encantado Subdivision, Yuma, Arizona  
(Traffic Engineer)

*Responsible for preparing the traffic impact study focused on evaluating the traffic impacts of constructing the proposed El Rancho Encantado subdivision on the surrounding City of Yuma street network. Signal Warrant Analysis was also performed to evaluate the necessity of a signal at an existing unsignalized project intersection.*

Jackson Street Entertainment District, Phoenix,  
Arizona (Traffic Engineer)

*Performed the capacity analysis for the study area intersections using SYNCHRO 7.0 for the pre-event, post-event and build-out scenarios for the proposed Jackson Street Entertainment District. This is a unique mixed-use development consisting of residential condominiums, specialty retail, restaurant/entertainment, and office space.*

### **Transportation Planning**

Town of Buckeye Comprehensive Transportation  
Master Plan, Buckeye, Arizona (Transportation  
Engineer)

*Modified the scio-economic input matrix from the Maricopa Association of Governments (MAG) in accordance with the latest available general plan of Town of Buckeye.*



Mr. Casey Barkman has more than 13 years of experience in roadway design, land development engineering, and project and construction management. His experience includes drafting, project design, project management, planning and engineering, quality control, and coordination among public agencies, developers, sub-consultants, and surveyors.

Casey has accrued much project design and management experience through his work on numerous roadway and residential projects in California. He has specific design and drafting experience in the areas of highways, grading design, drainage design, roadways, bikeways, site development, site balancing, pavement design, traffic control, sanitary sewer, domestic water systems, and agricultural irrigation. Casey has been involved in a number of highway, urban, and residential projects in the Central Valley.

## EDUCATION

AA, Drafting, Universal Technical Institute, Phoenix, Arizona, 1999

## PROJECT EXPERIENCE

### Roadways

Tesoro, Manteca, California (Designer/Drafter)

*Mr. Barkman provided design services for the planning, utility design, grading, and roadways of this 145-acre community. He was responsible for the design and preparation of the street improvement plans. This development also includes a park and a school site.*

Shadowbrook Estates, Manteca, California (Project Manager/Designer)

*Mr. Barkman worked as project manager and designer for the preparation of improvement plans for this 492-lot private residential development. Mr. Barkman also prepared the improvement plans for the streets, and the water system and project grading plans. Challenges included project frontage along State Highway 99 and open drainage ditches.*

River Pointe, Waterford, California (Project Manager/Designer)

*Mr. Barkman worked as project manager and designer for this 355-lot private community. Mr. Barkman gained valuable experience working with the Department of Fish and Game and the Army Corps of Engineers while obtaining all required permits for the storm drain outfall to the river. This project also included the design and widening of approximately one mile of State Highway 132. Challenges included 40-foot vertical drop between State Highway 132 and the Tuolumne River and a fire break between the river frontage and the lots fronting the river.*

Santa Lucia Preserve, Carmel Valley, California (Designer/Drafter)

*Mr. Barkman provided engineering services for the design, grading, and roadways of this 18,000-acre private residential estates development. Mr. Barkman also prepared the improvement plans for the streets, and the water system, and the project grading plans. Challenges included preserving critical habitat, Indian burial grounds and various native trees. Also included are a gate house, equestrian center and maintenance grounds.*

Alden Meadows, Tracy, California (Designer/Drafter)

*Casey provided design services for the planning, utility design, grading, and roadways of this 233-lot community. He was responsible for the design and preparation of the street improvement plans. This development also includes a stormwater detention basin and a five-acre park.*

Crossroads, Tracy, California (Designer/Drafter)

*Casey was responsible for developing the infrastructure street improvement plan. Activities included the design and layout of new arterial streets as well as the widening of an existing arterial street.*

Sterling Park, Tracy, California (Designer/Drafter)

*Mr. Barkman provided design services for the planning, utility design, grading, and roadways of this 264-lot community. He was responsible for the design and preparation of the street improvement plans. This development also includes a stormwater detention basin and a ten-acre school site.*

San Marco, Tracy, California (Designer/Drafter)

*Mr. Barkman was responsible for developing the infrastructure street improvement plan. Activities included the design and layout of new arterial streets as well as the widening of an existing arterial street.*

Empire District Street Reconstruction Project  
(Designer/Drafter)

*Mr. Barkman provided design and drafting services, and prepared improvement plans for the reconstruction of approximately two miles of street improvements in the community of Empire. The project included the full reconstruction of streets with new curbs and gutters, new pavement sections and a new drainage collection system.*

Keyes Improvement Project, Modesto, California  
(Designer/Drafter)

*Mr. Barkman provided design and drafting services, and prepared improvement plans for the reconstruction of approximately eight miles of street improvements in the community of Keyes. The project included the full reconstruction of streets with new curbs and gutters, new pavement sections and a new drainage collection system.*

Salida Street Reconstruction Project, Modesto,  
California (Designer/Drafter)

*Mr. Barkman provided design and drafting services, and prepared improvement plans for the reconstruction of approximately five miles of street improvements in the community of Salida. The project included the full reconstruction of streets with new curbs and gutters, new pavement sections and a new drainage collection system.*

Mission Village, Los Banos, California  
(Designer/Drafter)

*Mr. Barkman provided design and drafting services on the improvement plans for the widening of approximately one mile of State Highway 165. The project included the full reconstruction of streets with new curbs and gutters, new pavement sections, and a new drainage collection system.*

Shackelford Project, Modesto, California  
(Designer/Drafter)

*Mr. Barkman provided design and drafting services, and prepared improvement plans for the reconstruction of approximately five miles of street improvements in the community of Shackelford. The project included the full reconstruction of streets with new curbs and gutters, new pavement sections, and a new drainage collection system.*

**Bicycle and Pedestrian Paths**

Union Ranch, Manteca, California (Project  
Manager/Designer)

*Mr. Barkman provided engineering support for development of the Union Ranch Specific Plan including authoring Chapter 9: Infrastructure and Utilities. He oversaw development of Potable Water Master Plan, Storm Drainage Master Plan, and Sanitary Sewer Master Plan. Mr. Barkman also prepared all construction cost estimates. Union Ranch is a 1,500-unit master planned community featuring a sales center, a recreation center, parks, and trails. The project consisted of more than 8 miles of new road ways and the widening and reconstruction of more than 2 miles of existing roadways. The development also included the design of a regional sewer pump station as well as two storm drain pump stations.*

**Electrical Engineering**

Bennett III, Fresno, California (Designer/Drafter)

*Casey provided design and drafting assistance for electrical plans for the 80 unit residential development. The project included street lighting, conduit sizing, pull box locations, trench details, and detailed enlargements for service tie in locations. Casey was also responsible for specifying the type and power requirements for each street light as well as coordination with City of Fresno electrical department to number each street light.*

UC Merced, Merced, California (Designer/Drafter)

*Casey provided design and drafting assistance for electrical plans for the Corporation Yard. The project included site lighting, conduit sizing, pull box locations, trench details, electrical outlets, and provisions for future fuel tank pump. Casey was also responsible for specifying the type of fixtures and power requirements.*

**Industrial Development**

Bluewater Environmental Services, San Leandro,  
California (Designer/Drafter)

*Casey provided design and drafting for on-site development plans including grading, paving, and drainage. He also prepared street improvement plans for the project frontage.*

Adam has over 11 years of design experience. He currently serves as a CAD technician in Stantec's Modesto office.

## PROJECT EXPERIENCE

### Bicycle and Pedestrian Paths

Weston Ranch, Stockton, California (Drafter)

*Adam designed and created improvement plans for approximately 2 miles of levee with a bike/pedestrian path.*

### Electrical CCTV Systems

Lighthouse Development Corporate Office\*, Atwater, California (Drafter/Designer)

*Adam was responsible for designing the CCTV system and alarm integration. He coordinated with the contractor and the alarm company.*

### Commercial / Retail Development

Lighthouse Development Corporate Office\*, Atwater, California (Designer/Drafter)

*Adam served as the designer and drafter for this 1 acre commercial development project.*

Eagle Tile Plant, Stockton, California (Designer/Drafter)

*Adam coordinated with the architect on the plant building placement and grading. Additional responsibilities included railroad spur design and coordination with the railroad.*

### Residential Development

Valle del Sol\*, Firebaugh, California (Designer/Drafter)

*Adam worked with FEMA to design a flood wall / levee system with an integrated emergency pump station for this 186 lot development in a 100 year flood plain.*

Tract 5287\*, Fresno, California (Project Manager/Designer)

*Adam served as the project manager and designer for a 186 lot development/4.2 acre park design.*

Vineyard Estates\*, Madera, California (Drafter/Designer)

*Adam coordinated with multiple developers in this 46 lot master planned community.*

Knox Estates\*, Madera, California (Drafter/Designer)

*Adam coordinated testing and removal of asbestos and contaminated soil with an environmental engineer and the county health department.*

Olive Estates\*, Madera, California (Drafter/Designer)

*As the drafter/designer for this 150 lot development Adam was responsible for city domestic water well design; coordination with multiple adjacent developers in a master planned community; design widening of Tozer Street (approximately 1.25 miles); and design widening of Olive Ave (approximately 1 mile).*

El Coronado Estates\*, Madera, California (Designer/Project Manager)

*Adam served as the designer and project manager for this 204 lot development of a 4 acre commercial site.*

Rocky Hill\*, Porterville, California (Drafter/Designer)

*As the drafter/designer for this this unique 182 lot hill side development, Adam mitigated onsite Indian artifacts; designed approximately 1000 feet of hillside drainage diversion channel; and designed a sound wall to control sound from adjacent property (Rocky Hill Speedway).*

Sierra Estates\*, Corcoran, California (Designer/Project Manager)

*This 111 lot development included 2 acres of park site, a detention basin and a storm drain pump station.*

Juniper Meadows\*, Atwater, California (Designer/Project Manager)

*For this 18 lot infill development project, Adam coordinated with adjacent property owners to quit claim MID irrigation easement. He also worked with the city planning department and city council to rezone from park zoning to low density residential.*

**Electrical Engineering**

Valle del Sol\*, Firebaugh, California  
(Designer/Drafter)

*Adam provided electrical service design for the onsite sewer pump station and the onsite storm drain pump station. He coordinated with the electrical contractor on the design and installation of these pump stations.*

Sierra Estates\*, Corcoran, California  
(Designer/Drafter)

*Adam's responsibilities included electrical service design for offsite storm drain pump station; electrical service for an offsite sewer pump station; electrical design for city alarm system for the storm drain pump station; and electrical design for the city sewer pump station monitoring and timing system.*

**Railroads**

Eagle Tile Plant, Stockton, California

*Adam was responsible for railroad spur design and coordination with Union Pacific Rail Road.*

# Paul J. Schneider, P.E.

*Vice President - Principal*



Mr. Schneider is recognized throughout the engineering community for his comprehensive knowledge, technical skills and ability to manage major private and public development projects. His expertise is showcased in his strong ability to direct Siegfried's major projects, beginning with the acquisition of entitlements and conceptual master planning, continuing through design of infrastructure and improvement plans.

As Vice President and Principal of Siegfried, Mr. Schneider is held in high regard for his strong ability to solve complex engineering and construction problems and finish projects on time and on budget.

## PROFESSIONAL PROFILE

### ROLE AND RESPONSIBILITY

Mr. Schneider will serve as Project Manager and Principal-in-Charge for Siegfried. He will be the main point of contact for Siegfried and will provide project management, technical support, technical and specification drawing production, sub-consultant coordination, construction administration, and bidding assistance.

### EDUCATION

B.S. Civil Engineering - 1999  
University of the Pacific  
Stockton, CA

B.A. Liberal Arts - 1998  
St. Mary's College  
Moraga, CA

### LICENSE

California Civil Engineer No. 62498  
Qualified SWPP Developer (QSD)

### AFFILIATIONS

American Society of Civil Engineers  
CASQA

### AWARDS

Plan of the Year - Livable Communities  
Rio Vista River Promenade Park (2010)

### YEARS OF EXPERIENCE

13 - Total  
12 - Siegfried

### CONTACT INFORMATION

3244 Brookside Road, Ste. 100  
Stockton, CA 95219  
209.943.2021  
pjs@siegfriedeng.com

## RELEVANT PROJECTS - INTERSECTIONS AND SIGNALS

### **PALO ALTO STREET SURVEY, PHASE II - Palo Alto, CA (2012)**

Siegfried is currently providing surveying services for approximately 50,000 LF of residential and commercial streets. All topographic base maps are being prepared in AutoCAD Civil 3D format and will serve as the basis of design for a utility gas main replacement Capital Improvement Project. The survey area will cover the full street and intersections and in addition, Siegfried obtained approval from business and home owners to access private properties.

### **PALO ALTO STREET SURVEY, PHASE I - Palo Alto, CA (2010)**

Siegfried provided surveying services for approximately 84,000 LF of residential and commercial streets. All topographic base maps were prepared in AutoCAD Civil 3D format and served as the basis of design for two waste water collection system upgrade Capital Improvement Projects. The survey area covered the full street and intersections, and in addition, Siegfried obtained approval from business and home owners to access private properties.

### **MLK BLVD. AND EL DORADO ST. INTERSECTION/SIGNALS - Stockton, CA (2011)**

Siegfried provided civil engineering and surveying services for the intersection and signal improvements including researching right-of-ways, topographic survey, and improvements for ADA ramps at all four corners, hardscape materials, underground wet utilities, grading details, and an erosion control plan. In addition, Siegfried provided CA services.

### **AIRPORT WAY INTERSECTIONS AND SIGNALS - Stockton, CA (2011)**

Siegfried provided civil engineering and surveying for three intersections and three traffic signals including researching right-of-ways, topographic surveys, and preparing improvements for ADA ramps at all twelve corners, hardscape materials, underground wet utilities, grading details, and erosion control plans. In addition, Siegfried provided CA services.

### **TAM O'SHANTER DR. AND HAMMERTOWN LN. SIGNAL - Stockton, CA (2011)**

Siegfried provided civil engineering and surveying for the intersection including researching right-of-ways, topographic survey, and preparing street improvements for ADA ramps at all four corners, hardscape materials, underground wet utilities, grading details, and an erosion control plan. In addition, Siegfried provided CA services.

### **EL DORADO STREET IMPROVEMENTS - Stockton, CA (2010 - Present)**

Siegfried is currently providing civil engineering, landscape architecture, and surveying services for the improvements along a 5,400 LF stretch of El Dorado Street in the City of Stockton, CA. Project elements include treatment of the median, curb, gutter, and sidewalk improvements, and the replacement of site drainage facilities. The overall objective of the project is to resolve existing traffic deficiencies and accommodate future increased traffic volumes while addressing the concerns of community members regarding the appearance of the street corridor.

### **WEBER AVENUE IMPROVEMENTS - Stockton, CA (2008 - Present)**

Prepared civil engineering and landscape architectural plans for the three block extension of the Weber Avenue Beautified Corridor. The focus of the project is to link the RTD Transit Center with the ACE train station which are approximately 5 blocks apart. The enhanced streetscape and walkways will encourage pedestrian and bike flow from one facility to another and promote business growth along the extended corridor.



# Matt Cunningham, PLS

Survey Department Manager



As Siegfried's Survey Department Manager, Matt is responsible for the continued success of large public and private surveying projects throughout California and beyond. In addition to managing the department, his responsibilities include developing and reviewing subdivision maps, lot line adjustments, and preliminary parcel maps.

Matt and his team of surveyors perform boundary surveys, ALTA surveys, map the topography of land, establish elevations, perform title surveys, lay out photo controls for aerial photography, and lay out buildings, subdivisions, roadways, and other construction projects.

## PROFESSIONAL PROFILE

### ROLE AND RESPONSIBILITY

Matt will serve as Survey Manager for this project. He will provide management and technical support, survey oversight, and quality control for the duration of the project.

### LICENSE

Professional Land Surveyor  
CA License No. L-8120

### FAA Level 3 IDLE

Certification No. 20110123-0087

### AFFILIATIONS

California Land Surveyors Association  
Corporate Member

Central Coast Chapter CLSA  
Immediate Past President

### YEARS OF EXPERIENCE

20 - Total  
1.5 - Siegfried

### CONTACT INFORMATION

3244 Brookside Road, Ste. 100  
Stockton, CA 95219  
209.943.2021  
mcunningham@siegfriedeng.com

## RELEVANT EXPERIENCE

### Arundel Elementary Safe Routes To School - San Carlos, CA

Civil engineering, surveying, structural engineering, and landscape architecture services for various intersection, crosswalk, retaining wall, and sidewalk improvements. In addition, our team developed a new traffic circle to resolve congestion and safety concerns at a complicated intersection in a dense residential neighborhood. A large portion of this project involved meeting with project stakeholders and local residents to gain community consensus and gather valuable feedback.

### Harrison Elementary Safe Routes To School - Stockton, CA

The project is intended to increase safety along El Pinal Drive and Alpine Avenue, both of which are heavily used by trucks. For the project, Siegfried is providing design and engineering services for frontage improvements, a raised curb median with left turn pocket, and an in-pavement LED lit crosswalk and two radar feedback signs. Public outreach is a major component of the project and was needed to gain community support and consensus and gather valuable feedback regarding the proposed improvements.

### Marin Elementary Safe Routes To School - Albany, CA

Designs for a Rapid Flashing Pedestrian Beacon (RRFB), sidewalk replacement and widening, curb and drainage improvements, several bulb outs, and the installation of signage, striping, ladder crosswalks, and curb ramps.

### Portola Avenue Sidewalk Improvements - Los Altos, CA

The sidewalk improvements along Portola Avenue just west of Egan Junior High School, consists of a 640 LF section of roadway that has no sidewalk. This route is a popular section of roadway which is frequently used by students. The project consists of installing new curb, gutter, and sidewalks along the roadway that will ultimately connect to the existing sidewalk at each end of the section.

### Dragoon Gulch Trail Master Plan - Sonora, CA

Development of a Master Trails Plan for the 102 acre open space oak woodland park. The Plan will provide the road map for the expansion of the current trail system and explore complementary recreational trail facilities. The Plan also includes a Safe Routes to Schools component to link the trail to Sonora Union High School.

### Miramonte and Covington Intersection - Los Altos, CA

Civil engineering, surveying, and landscape architecture services for the improvements at the Miramonte Avenue and Covington Road intersection in the City of Los Altos, CA. The project consisted of intersection and traffic signal improvements, a visual analysis, and several alternative design options, which were presented to the stakeholders.

### Remington and Bernardo Intersection - Sunnyvale, CA

Civil engineering, surveying, and landscape architecture services for the improvements at the Remington and Bernardo intersection in the City of Sunnyvale, CA. The project consisted of intersection and traffic signal improvements, a visual analysis, and several alternative design options, which were presented to the stakeholders.

### Standard Road Survey - Tuolumne County, CA

Siegfried prepared a topographic survey, boundary survey, and right-of-way takes for the widening of Standard Road in Tuolumne County. The road will ultimately be widened and a new traffic signal and turn lanes will be added.



Judith Buethe  
Communications

YEARS OF EXPERIENCE  
36

#### EDUCATION

- ◆ B.S., Applied Behavioral Sciences, University of California, Davis
- ◆ M.P.A., Public Administration, University of San Francisco

#### NOTABLE AWARDS

- ◆ ATHENA, Greater Stockton Chamber of Commerce
- ◆ San Joaquin County Commission on the Status of Women, Susan B. Anthony Award
- ◆ Small Businessperson of the Year, Greater Stockton Chamber of Commerce

#### CALTRANS CERTIFICATIONS

- ◆ DBE, UDBE, SWBE #37196

#### CALIFORNIA COMMUNITY

##### COLLEGES

- ◆ Lifetime Instructor Credential (Public Services and Administration, Marketing and Distribution)

#### AREAS OF EXPERTISE

- ◆ Strategic Planning
- ◆ Community Outreach
- ◆ Consensus Development
- ◆ Meeting Facilitation
- ◆ Media Relations
- ◆ Event Coordination
- ◆ Creative Design

## Judith Buethe, Principal/Project Manager

Judith Buethe, founder and owner of Judith Buethe Communications, has 36 years of private and public sector experience in public relations, event coordination, and consensus building. Judith designs and implements effective strategic public outreach and education programs, project team communication plans, public meetings and open houses, newsletters, direct mail campaigns, and advertising, cross-cultural communications, social marketing, stakeholder identification; media relations; produces events (up to 4,000 people); focus groups, consensus development programs, and large-scale meetings and hearings; coordinates websites and social media; and staffs Hotlines. She has effectively served as a hearing officer and worked closely with Caltrans staff on many projects. She has designed and managed regional surveys, as well as programs to satisfy environmental justice requirements, and has satisfied CEQA/NEPA requirements for community outreach on many projects.

The firm's mission, *Making Your Best Intentions Happen*, drives every project.

### Project Experience

#### **Relevant Public Outreach and Public Participation Programs**

Among the more than 450 public participation programs designed and implemented in the Central Valley and Foothills are these:

- ◆ Major improvement projects from feasibility studies through ribbon-cuttings on interstates, state highways, and roadways, e.g., I-5 Sperry Road Extension; SR-99 Hammett-Kiernan; SR-132 Expressway; North County Corridor Route Adoption; Eleventh Street Corridor Study; Lammers Road/I-205 Interchange; Eleventh Street/Grant Line Road Roundabout; I-5/French Camp; SR99/Arch Road to SR120; Interstate 5 North Stockton Corridor; SR-99/Hammer; I-5/March Lane; I-5/Hammer Lane; I-5/Eight Mile Road; McHenry Avenue Corridor Study; Benjamin Holt Improvement Project; Tuolumne County North-South Connector
- ◆ Neighborhood and local roadway improvement projects, e.g., Airport Way Signalization, Claribel Road Widening
- ◆ Bridges, e.g., Wilson Way Bridge, 9<sup>th</sup> Street Bridge Seismic Safety Replacement Project, Modesto; Franklin Blvd./Thornton Road Bridge Project, Sacramento and San Joaquin Counties
- ◆ San Joaquin Rail Corridor Strategic Business Plan (Contra Costa County to Sacramento to Kern County)
- ◆ Regional Transportation Plans
- ◆ California Health Care Facility-Stockton
- ◆ Revitalization/beautification projects
- ◆ Water supply and quality (e.g., Groveland Chloramine Conversion), pipelines, water transfer projects, flood protection, drainage projects, reclamation districts
- ◆ Pollution prevention
- ◆ Corridor studies
- ◆ Transit center
- ◆ Construction
- ◆ Energy and utilities
- ◆ Creative groundbreakings and ribbon-cuttings



YEARS OF EXPERIENCE

3

EDUCATION

- ◆ B.S., Sociology, University of the Pacific, summa cum laude
- ◆ A.A., Social and Behavioral Science, San Joaquin Delta College
- ◆ A.A., Humanities, San Joaquin Delta College

NOTABLE AWARDS

- ◆ Outstanding Graduate, University of the Pacific

PROFESSIONAL AND CIVIC ORGANIZATIONS

- ◆ Chair, Stockton Is Magnificent
- ◆ Green Team San Joaquin
- ◆ Earth Day Festival Committee Volunteer

AREAS OF EXPERTISE

- ◆ Strategic planning

## Miranda Winters, Deputy Project Manager

Miranda Winters, Deputy Project Manager, designs and implements public outreach programs and events in San Joaquin and Stanislaus Counties, working with community and governmental agencies. She works closely with the firm's owner to address client and community needs.

### Transportation Projects

*Deputy Project Manager.* Miranda has had a major role with planning, production, and follow-up of public meetings, groundbreaking, and other activities for the Lathrop Road/UPRR Westerly Grade Separation Project; SR-99 Morada Lane/SR-99 Eight Mile Road Projects; Cherokee Road Safety Project; McHenry Avenue Corridor Improvement Project; and groundbreaking/ public outreach for the SR99-SR219/Kiernan Avenue Interchange Reconstruction project.

### On-Call Event Coordinator, San Joaquin RTD

*Deputy Project Manager.* Miranda works with the RTD Marketing Department to organize and publicize events, involving the community, e.g., Stuff the Bus and Fall Festival.

### Valley Clean Air Now

*Deputy Project Manager.* Miranda organizes, publicizes, and implements community activities in Stanislaus and San Joaquin Counties to encourage individual and organizational responsibility for cleaning the Central Valley's air. This includes creating themes and organizing staff for information booths at community events. She recruits community organizations and government agencies to participate in the highly successful Tune In Tune Up and assists with strategies and logistics to produce this highly successful program to remove major pollutants caused by vehicles from Valley air.

### Kaiser Permanente Family Wellness Day and Health Care Forum

*Deputy Project Manager.* Miranda organized logistics for these events totaling more than 3,500 people; worked closely with the client and more than two dozen providers; and backed up all other activities.

### Stockton Is Magnificent

*Co-Chair.* Miranda co-chaired the development of and continues to co-chair, organize participants and logistics, and oversee all aspects of this annual event, attracting thousands of people to Stockton's Miracle Mile. The event focuses on Stockton entertainment and on the not-for-profit organizations that serve the community.



**Expertise**

- Visual Impact Assessment
- Alternative Analysis
- Environmental Documentation
- Public Outreach and Involvement
- Meeting Facilitation and Consensus Building

**Education**

- Bachelor of Arts, Biology, California State University, Chico, 1986
- Graduate Studies, Ecology, University of Oregon, 1988

**Work History**

- Associate Environmental Consultant, Piedmont Associates
- Field Technician, Oregon Department of Agriculture

Scott Steinwert has 25 years of experience preparing environmental documents and planning studies and conducting public involvement programs for a wide range of projects. He is recognized as a leader in the field of visual impact assessments for transportation projects and has overseen the visual impact analysis of several high profile projects such as the Golden Gate Bridge Suicide Barrier. Scott’s depth of experience allows him to be particularly effective in strategizing with clients about the most efficient approach to environmental review. He is a skilled project manager and oversees interdisciplinary teams of specialists in all areas of environmental analysis and planning. His areas of focus include land use, socioeconomics, and environmental justice evaluations; Section 4(f) evaluations; Section 106 compliance procedures; and visual impact assessments. Scott also organizes and facilitates public meetings and workshops on planning, environmental, and design issues.

Scott has prepared more than 200 environmental documents and studies involving coordination and approvals from state and federal agencies, including Caltrans, Federal Highway Administration, Federal Railroad Administration, Federal Transit Administration, U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, Surface Transportation Board, Bureau of Land Management, and the Environmental Protection Agency.

**Selected Project Experience**

**Principal-in-Charge, Sunnyvale Avenue/Old San Francisco Road Intersection Improvements, City of Sunnyvale**

Project involved improvements to this intersection including minor road widening, restriping, and sidewalk and bicycle lane modifications. Scott assisted the City in its coordination with Caltrans Office of Local Assistance to obtain NEPA environmental clearance for the project.

**Principal-in-Charge, Route 101/Holly Street Interchange Preliminary Environmental Analysis Report (PEAR), San Carlos**

The Route 101/Holly Street Interchange project is designed to improve vehicle, pedestrian, and bicycle circulation and to reduce delay at the Holly Street/Industrial Road intersection. The purpose of the project is to also reduce pedestrian and bicycle conflicts with motor vehicles within the Interchange and improve pedestrian and bicycle east-west circulation across Route 101. Scott led the preparation of the PEAR, including the development of an Alternatives Comparison Matrix to quantify the viability of 10 project alternatives.

**Principal-in-Charge, Atwater Merced Expressway EIR, Merced Council of Associated Governments**

The Atwater Merced Expressway would replace SR 59 between Bellevue Road and Highway 99, increasing the north/south roadway capacity to accommodate anticipated business growth in the Atwater-Merced area and residential growth within the cities of Atwater and Merced and the intervening unincorporated area. Scott is directing the preparation of an EIR for the Atwater Merced Expressway, including preparing a Visual Impact Assessment; Natural Environment Study; Air Quality Technical Report; Noise and Vibration Impact Study; Historic, Cultural, and Paleontological Resources; Community Impact Assessment; Water Quality/Floodplain Evaluation; Hazardous Materials Initial Site Assessment; and Geotechnical Report. The EIS/EIR will analyze three alignments within a proposed corridor and identify the environmentally superior alternative.

**Principal-in-Charge, State Route 101 Interchange Implementation PEAR, Santa Clara Valley Transportation Authority**

The interchange implementation plan studied ways to improve local circulation and freeway access in an area that currently experiences very heavy traffic congestion. Scott directed the preparation of the PEAR to evaluate the five alternatives and determine the likely scope, schedule, and costs associated with completing environmental compliance. As part of this initial screening, Circlepoint looked closely at issues in the project area that may hinder later project development.

**Principal-in-Charge, Highway 101 Greenbrae Corridor Improvement Project Environmental Documentation, Transportation Authority of Marin**

The Highway 101 Greenbrae/Twin Cities Corridor Improvement Project will include the modification, realignment, addition, and/or removal of US 101 on- and off-ramps. Scott provides senior level support for the environmental process and assists in preparing the draft and final environmental documents for the project. His tasks include reviewing draft environmental technical reports for consistency with Caltrans template requirements and providing input to the project consultant team.

**Principal-in-Charge, I-880-Broadway/Jackson Interchange Project, Alameda County Transportation Improvement Authority & Caltrans District 4**

The I-880-Broadway/Jackson Project is designed to facilitate access between I-880, Downtown Oakland, and the Posey and Webster tunnels, which provide connections to and from the island city of Alameda. Scott directed the Preliminary Environmental Assessment Report (PEAR). Significant issues include pedestrian safety—particularly in the Chinatown Area, high existing noise levels, and potentially hazardous materials and vehicle exhaust.

**Principal-in-Charge, Fairgrounds Drive-Redwood Parkway Improvement Project EIR/EA, Solano Transportation Authority**

The Fairgrounds Drive-Redwood Parkway Improvement Project proposes to modify the existing Interstate 80 (I-80)/Redwood Parkway interchange to a tight diamond configuration, relocate the Fairgrounds Drive/Redwood Parkway intersection, widen Fairgrounds Drive between Redwood Street and State Route (SR 37), and improve the intersections at the SR 37/Fairgrounds Drive interchange. The project area is presently developed with a mixture of commercial and residential properties and adjoins the Six Flags Discovery Kingdom amusement park and the Solano County Fairgrounds. Key project issues consist of right-of-way acquisitions and potential relocations required for realignment of the Fairgrounds Drive/Redwood Parkway intersection; noise impacts; potential historic resources such as the Solano County Fairgrounds property and historic homes; potential for subsurface archaeological or paleontological resources; biological impacts including the relocation of riparian habitat in Rindler Creek, potential occurrences of special status species, and the potential presence of wetlands or other Waters of the United States; and hazardous material contamination from current and former automobile service stations in the area. Scott was responsible for CEQA and NEPA strategic guidance.

**Expertise**

- CEQA and NEPA
- Caltrans Environmental Review
- Transportation Infrastructure
- Project Management

**Education**

- M.S. Environmental Management, University of San Francisco, 2009
- B.A. Psychobiology, Hiram College, 2005

**Registrations /**

**Certifications**

- LEED-AP, New Construction and Major Renovations

**Affiliations**

- Association of Environmental Professionals

**Work History**

- Project Manager, AEI Consultants
- Project Manager, Circlepoint

Jennifer Gallerani Marquez has eight years of experience as an environmental analyst. She is a highly-motivated project manager with a diverse knowledge in a number of fields including environmental documentation, urban planning, economic development for transportation projects, and the historical and regulatory review of hazardous materials records for infrastructure development. Jennifer has worked directly with regional planning and transportation agencies and city and county development agencies in California. Her focus is the preliminary identification of environmental constraints that may affect project design, alternatives, cost, schedule, and delivery. Jennifer often plays a lead role as the quality control/quality assurance reviewer for the environmental documents and supporting technical reports prepared by project teams.

**Selected Project Experience**

**Deputy Project Manager, West B Pedestrian Grade Separation Project CE, City of Dixon/Solano Transportation Authority**

The City of Dixon proposed to construct a new pedestrian/bicycle undercrossing beneath the existing Union Pacific Railroad (UPRR) tracks, and remove the existing at-grade crossing. The proposed improvements included the construction of a retaining wall, security fencing, temporary sheet pile placement, installation of a ramp and stairway, and relocation of utility lines. Circlepoint prepared the NEPA clearance (CE) for the project and associated technical studies. Jennifer coordinated directly with the Client and assisted in managing internal staff members. Jennifer also served as a primary technical memoranda writer/reviewer for the Preliminary Environmental Study (PES), and was responsible for ensuring that the document followed guidance materials available on Caltrans' Standard Environmental Reference (SER) on-line resource center.

**Project Manager, John Muir Parkway Extension Project, City of Brentwood**

The John Muir Parkway Extension (Phase II) is the realignment of Concord Avenue west of its existing location. This project was the preparation of the PES form for the California Department of Transportation (Caltrans) Local Assistance Division. Jennifer coordinated directly with the Client and assisted in managing internal staff members. Jennifer also served as a primary technical section writer/reviewer for the PES, and was responsible for ensuring that the document followed guidance materials available on Caltrans' Standard Environmental Reference (SER) on-line resource center.

**Project Manager, State Route 99/Applegate Road Interchange PEAR, City of Atwater**

This project is an analysis of a proposed implementation plan to widen more than three miles of Route 99 and reconstruct the Applegate Road Interchange. The project seeks to increase traffic circulation across Route 99 and to relieve congestion along local routes. Jennifer managed the preparation of the Preliminary Environmental Analysis Report (PEAR) for the project. The PEAR provided an initial evaluation of environmental issues associated with project development and an estimate of the costs associated with completing environmental documentation and compliance.

**Deputy Project Manager, Fairgrounds Drive-Redwood Parkway Improvement Project EIR/EA, Solano Transportation Authority**

The Fairgrounds Drive-Redwood Parkway Improvement Project proposes to modify the existing Interstate 80 (I-80)/Redwood Parkway interchange to a tight diamond configuration, relocate the Fairgrounds Drive/Redwood Parkway intersection, widen Fairgrounds Drive between Redwood Street and State Route (SR 37), and improve

the intersections at the SR 37/Fairgrounds Drive interchange. The project area is presently developed with a mixture of commercial and residential properties and adjoins the Six Flags Discovery Kingdom amusement park and the Solano County Fairgrounds. Key project issues consist of right-of-way acquisitions and potential relocations required for realignment of the Fairgrounds Drive/Redwood Parkway intersection; noise impacts; potential historic resources such as the Solano County Fairgrounds property and historic homes; potential for subsurface archaeological or paleontological resources; biological impacts including the relocation of riparian habitat in Rindler Creek, potential occurrences of special status species, and the potential presence of wetlands or other Waters of the United States; and hazardous material contamination from current and former automobile service stations in the area. Jennifer coordinated directly with the Client and assisted in managing internal staff members and subconsultants. Jennifer also served as a primary technical section writer/reviewer for the EIR/EA, and was responsible for ensuring that the document followed guidance materials available on Caltrans' Standard Environmental Reference (SER) on-line resource center, particularly conformance with the current EIR/EA annotated outline (AO).

#### **Project Manager, SR 242/Clayton Road Interchange Project, Contra Costa Transportation Authority**

The Contra Costa Transportation Authority (CCTA) and City of Concord, in cooperation with the California Department of Transportation (Caltrans), propose to provide interchange and local road improvements on State Route (SR) 242 from east of I-680 to Concord Avenue. The State Route 242/Clayton Road Ramps Project is intended to alleviate congestion and balance traffic flows to and from downtown businesses and office complexes in the City of Concord. Jennifer was responsible for the preparation of the Preliminary Environmental Analysis Report (PEAR) for this project. The PEAR provided an initial evaluation of environmental issues associated with project development and included an estimate of the costs associated with completing environmental documentation and compliance. Jennifer has played key role in providing support through the preliminary environmental review of the initial project designs. Environmental services include strategic guidance of the CEQA and NEPA environmental process including risk assessment, environmental documentation requirements, preparation of project purpose and need, and procedural schedule. Jennifer is currently assisting the environmental team manager responsible for preparing the CEQA and NEPA environmental document (Initial Study/Environmental Assessment). In addition to playing a lead role in the development of the project description, she acts as the quality control/quality assurance reviewer for the environmental document and supporting technical reports prepared by the project team.

#### **Project Associate, Atwater-Merced Expressway Project, Merced County Association of Governments**

The Atwater-Merced Expressway Project is a proposed 7-mile-long north-south transportation corridor located in the northeast portion of Merced County, north and west of the City of Merced, and south and East of the City of Atwater. Jennifer assisted with the organization of public responses and helped with the preparation of the Final EIR.

# WILTEC

**MOSES R. WILSON, P.E.**

**President**

**Education:** Bachelor of Science in Civil Engineering  
California State Polytechnic University, Pomona, California

**Registrations:** Professional Traffic Engineer, State of California – TR1592

**Experience:** Moses' 25-year professional experience ranges from the conduct of small traffic impact studies to the direction of large regional survey projects.

## **Representative Projects**













- Directed the conduct of detailed field surveys at over 3,000 intersections for signal timing projects throughout California, Nevada and Hawaii.
- Directed the conduct of a wide variety of surveys including manual and mechanical vehicular volume counts at over 150 locations, vehicular classification counts, and a very unique-format inbound traffic route distribution survey for the Los Angeles International Airport Expansion Master Plan.
- Directed the conduct of manual traffic counts at 141 intersections and ADT machine counts at 126 locations for Los Angeles County Supervisory District No. 4 Congested Corridors Study.
- Directed the conduct of vehicular traffic surveys at over 80 intersections and manual axle classification surveys at over 100 mid-block locations for various projects associated with the Alameda Corridor Transportation Study.
- Directed the conduct of over 1,000 intersection, mainline freeway and ADT traffic surveys for Congestion Management Monitoring projects in the Counties of Los Angeles, Marin, Contra Costa, Santa Clara and Alameda.
- Directed the conduct of 24-hour ADT machine counts at 174 locations for a citywide survey project in the City of Pleasant Hill.
- Directed the conduct of 24-hour ADT surveys at 9 locations for 7 consecutive days within the San Francisco Central Business District for the Embarcadero Replacement EIR.
- Directed the conduct of ADT machine counts for 2 weeks each at 35 locations in the general proximity of I-880 for several I-880 Corridor Evaluation Projects.
- Directed the conduct of 3 to 7-day ADT machine counts at over 60 locations for a citywide traffic-monitoring project in the City of Culver City.

# APPENDIX B

# LOS ANALYSIS

HCM 2010 Signalized Intersection Summary  
3: Harding Way & Center Street























12/3/2013

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑	↑	↑	↑↑					↑	↑↑↑	
Volume (veh/h)	0	670	220	350	1120	0	0	0	0	150	950	50
Number	5	2	12	1	6	16				7	4	14
Initial Q (Qb), veh	0	0	0	0	0	0				0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00				1.00		1.00
Parking Bus Adj	1.00	1.00	1.00	1.00	1.00	1.00				1.00	1.00	1.00
Adj Sat Flow veh/h/ln	0.0	186.3	186.3	186.3	186.3	0.0				186.3	186.3	190.0
Lanes	0	2	1	1	2	0				1	3	0
Cap, veh/h	0	1231	523	422	2316	0				484	1435	75
Arrive On Green	0.00	0.33	0.33	0.24	0.62	0.00				0.27	0.27	0.27
Sat Flow, veh/h	0	3725	1583	1774	3725	0				1774	5265	275
Grp Volume(v), veh/h	0	728	239	380	1217	0				163	731	356
Grp Sat Flow(s),veh/h/ln	0	1863	1583	1774	1863	0				1774	1863	1814
Q Serve(g_s), s	0.0	12.3	9.0	15.7	13.9	0.0				5.6	13.4	13.4
Cycle Q Clear(g_c), s	0.0	12.3	9.0	15.7	13.9	0.0				5.6	13.4	13.4
Prop In Lane	0.00		1.00	1.00		0.00				1.00		0.15
Lane Grp Cap(c), veh/h	0	1231	523	422	2316	0				484	1016	495
V/C Ratio(X)	0.00	0.59	0.46	0.90	0.53	0.00				0.34	0.72	0.72
Avail Cap(c_a), veh/h	0	1231	523	469	2316	0				587	1232	600
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00				1.00	1.00	1.00
Upstream Filter(I)	0.00	1.00	1.00	0.29	0.29	0.00				1.00	1.00	1.00
Uniform Delay (d), s/veh	0.0	21.1	20.0	27.9	8.0	0.0				22.0	24.9	24.9
Incr Delay (d2), s/veh	0.0	2.1	2.9	6.7	0.2	0.0				0.4	1.6	3.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0				0.0	0.0	0.0
%ile Back of Q (50%), veh/ln	0.0	5.8	3.8	7.5	5.5	0.0				2.5	6.3	6.4
Lane Grp Delay (d), s/veh	0.0	23.2	22.8	34.6	8.3	0.0				22.4	26.5	28.2
Lane Grp LOS		C	C	C	A					C	C	C
Approach Vol, veh/h		967			1597						1250	
Approach Delay, s/veh		23.1			14.6						26.5	
Approach LOS		C			B						C	
<b>Timer</b>												
Assigned Phs		2		1	6							4
Phs Duration (G+Y+Rc), s		29.0		22.0	51.0							24.6
Change Period (Y+Rc), s		4.0		4.0	4.0							4.0
Max Green Setting (Gmax), s		23.0		20.0	47.0							25.0
Max Q Clear Time (g_c+I1), s		14.3		17.7	15.9							15.4
Green Ext Time (p_c), s		7.3		0.3	19.9							5.2
<b>Intersection Summary</b>												
HCM 2010 Ctrl Delay				20.6								
HCM 2010 LOS				C								
<b>Notes</b>												



HCM 2010 Signalized Intersection Summary  
6: Harding Way & El Dorado Street













12/3/2013

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		 			 			  				
Volume (veh/h)	60	760	0	0	1150	95	250	1280	210	0	0	0
Number	5	2	12	1	6	16	3	8	18			
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0			
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00			
Parking Bus Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00			
Adj Sat Flow veh/h/ln	186.3	186.3	0.0	0.0	186.3	186.3	190.0	186.3	186.3			
Lanes	1	2	0	0	2	1	0	3	1			
Cap, veh/h	83	1795	0	0	1426	606	352	1944	656			
Arrive On Green	0.02	0.16	0.00	0.00	0.38	0.38	0.41	0.41	0.41			
Sat Flow, veh/h	1774	3725	0	0	3725	1583	851	4695	1583			
Grp Volume(v), veh/h	65	826	0	0	1250	103	582	1081	228			
Grp Sat Flow(s),veh/h/ln	1774	1863	0	0	1863	1583	1820	1863	1583			
Q Serve(g_s), s	2.8	15.5	0.0	0.0	23.9	3.3	21.1	18.4	7.6			
Cycle Q Clear(g_c), s	2.8	15.5	0.0	0.0	23.9	3.3	21.1	18.4	7.6			
Prop In Lane	1.00		0.00	0.00		1.00	0.47		1.00			
Lane Grp Cap(c), veh/h	83	1795	0	0	1426	606	754	1543	656			
V/C Ratio(X)	0.78	0.46	0.00	0.00	0.88	0.17	0.77	0.70	0.35			
Avail Cap(c_a), veh/h	92	1795	0	0	1426	606	829	1698	722			
HCM Platoon Ratio	0.33	0.33	1.00	1.00	1.00	1.00	1.00	1.00	1.00			
Upstream Filter(I)	0.77	0.77	0.00	0.00	1.00	1.00	1.00	1.00	1.00			
Uniform Delay (d), s/veh	37.4	23.2	0.0	0.0	22.0	15.6	19.4	18.6	15.4			
Incr Delay (d2), s/veh	25.2	0.7	0.0	0.0	6.5	0.1	4.1	1.2	0.3			
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
%ile Back of Q (50%), veh/ln	1.9	7.9	0.0	0.0	11.9	1.3	9.8	8.2	2.8			
Lane Grp Delay (d), s/veh	62.6	23.9	0.0	0.0	28.5	15.8	23.5	19.7	15.7			
Lane Grp LOS	E	C			C	B	C	B	B			
Approach Vol, veh/h		891			1353			1891				
Approach Delay, s/veh		26.7			27.5			20.4				
Approach LOS		C			C			C				
<b>Timer</b>												
Assigned Phs	5	2			6			8				
Phs Duration (G+Y+Rc), s	7.6	41.0			33.4			35.8				
Change Period (Y+Rc), s	4.0	4.0			4.0			4.0				
Max Green Setting (Gmax), s	4.0	37.0			29.0			35.0				
Max Q Clear Time (g_c+I1), s	4.8	17.5			25.9			23.1				
Green Ext Time (p_c), s	0.0	14.6			2.8			8.7				
<b>Intersection Summary</b>												
HCM 2010 Ctrl Delay				24.1								
HCM 2010 LOS				C								
<b>Notes</b>												





















HCM 2010 Signalized Intersection Summary  
3: Center Street

12/3/2013

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑	↗	↖	↑↑					↖	↑↑↑	
Volume (veh/h)	0	670	220	350	1120	0	0	0	0	150	950	50
Number	5	2	12	1	6	16				7	4	14
Initial Q (Qb), veh	0	0	0	0	0	0				0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00				1.00		1.00
Parking Bus Adj	1.00	1.00	1.00	1.00	1.00	1.00				1.00	1.00	1.00
Adj Sat Flow veh/h/ln	0.0	186.3	186.3	186.3	186.3	0.0				186.3	186.3	190.0
Lanes	0	2	1	1	2	0				1	3	0
Cap, veh/h	0	1182	503	613	2316	0				484	1435	75
Arrive On Green	0.00	0.32	0.32	0.25	0.62	0.00				0.27	0.27	0.27
Sat Flow, veh/h	0	3725	1583	1774	3725	0				1774	5265	275
Grp Volume(v), veh/h	0	728	239	380	1217	0				163	731	356
Grp Sat Flow(s),veh/h/ln	0	1863	1583	1774	1863	0				1774	1863	1814
Q Serve(g_s), s	0.0	12.5	9.2	6.3	13.9	0.0				5.6	13.4	13.4
Cycle Q Clear(g_c), s	0.0	12.5	9.2	6.3	13.9	0.0				5.6	13.4	13.4
Prop In Lane	0.00		1.00	1.00		0.00				1.00		0.15
Lane Grp Cap(c), veh/h	0	1182	503	613	2316	0				484	1016	495
V/C Ratio(X)	0.00	0.62	0.48	0.62	0.53	0.00				0.34	0.72	0.72
Avail Cap(c_a), veh/h	0	1182	503	613	2316	0				587	1232	600
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00				1.00	1.00	1.00
Upstream Filter(I)	0.00	1.00	1.00	0.42	0.42	0.00				1.00	1.00	1.00
Uniform Delay (d), s/veh	0.0	21.9	20.7	21.3	8.0	0.0				22.0	24.9	24.9
Incr Delay (d2), s/veh	0.0	2.4	3.2	0.8	0.4	0.0				0.4	1.6	3.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0				0.0	0.0	0.0
%ile Back of Q (50%), veh/ln	0.0	6.0	4.0	6.4	5.5	0.0				2.5	6.3	6.4
Lane Grp Delay (d), s/veh	0.0	24.3	24.0	22.1	8.4	0.0				22.4	26.5	28.2
Lane Grp LOS		C	C	C	A					C	C	C
Approach Vol, veh/h		967			1597						1250	
Approach Delay, s/veh		24.2			11.7						26.5	
Approach LOS		C			B						C	
<b>Timer</b>												
Assigned Phs		2		1	6							4
Phs Duration (G+Y+Rc), s		28.0		23.0	51.0							24.6
Change Period (Y+Rc), s		4.0		4.0	4.0							4.0
Max Green Setting (Gmax), s		24.0		19.0	47.0							25.0
Max Q Clear Time (g_c+I1), s		14.5		8.3	15.9							15.4
Green Ext Time (p_c), s		4.0		6.9	13.1							5.2
<b>Intersection Summary</b>												
HCM 2010 Ctrl Delay				19.7								
HCM 2010 LOS				B								
<b>Notes</b>												

HCM 2010 Signalized Intersection Summary  
6: El Dorado Street & Harding Way

12/3/2013

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (veh/h)	60	760	0	0	1150	95	250	1280	210	0	0	0
Number	5	2	12	1	6	16	3	8	18			
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0			
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00			
Parking Bus Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00			
Adj Sat Flow veh/h/ln	186.3	186.3	0.0	0.0	186.3	186.3	190.0	186.3	186.3			
Lanes	1	2	0	0	2	1	0	3	1			
Cap, veh/h	307	2014	0	0	1401	596	305	1685	568			
Arrive On Green	0.23	1.00	0.00	0.00	0.38	0.38	0.36	0.36	0.36			
Sat Flow, veh/h	1774	3725	0	0	3725	1583	851	4695	1583			
Grp Volume(v), veh/h	65	826	0	0	1250	103	582	1081	228			
Grp Sat Flow(s),veh/h/ln	1774	1863	0	0	1863	1583	1820	1863	1583			
Q Serve(g_s), s	0.0	0.0	0.0	0.0	25.1	3.5	24.0	20.9	8.6			
Cycle Q Clear(g_c), s	0.0	0.0	0.0	0.0	25.1	3.5	24.0	20.9	8.6			
Prop In Lane	1.00		0.00	0.00		1.00	0.47		1.00			
Lane Grp Cap(c), veh/h	307	2014	0	0	1401	596	653	1337	568			
V/C Ratio(X)	0.21	0.41	0.00	0.00	0.89	0.17	0.89	0.81	0.40			
Avail Cap(c_a), veh/h	307	2014	0	0	1452	617	664	1358	577			
HCM Platoon Ratio	2.00	2.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00			
Upstream Filter(I)	0.77	0.77	0.00	0.00	1.00	1.00	1.00	1.00	1.00			
Uniform Delay (d), s/veh	26.9	0.0	0.0	0.0	23.3	16.6	24.0	23.0	19.1			
Incr Delay (d2), s/veh	0.3	0.5	0.0	0.0	7.2	0.1	14.1	3.7	0.5			
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
%ile Back of Q (50%), veh/ln	1.0	0.1	0.0	0.0	12.5	1.3	12.9	9.9	3.3			
Lane Grp Delay (d), s/veh	27.1	0.5	0.0	0.0	30.5	16.7	38.1	26.7	19.6			
Lane Grp LOS	C	A			C	B	D	C	B			
Approach Vol, veh/h		891			1353			1891				
Approach Delay, s/veh		2.4			29.5			29.4				
Approach LOS		A			C			C				
<b>Timer</b>												
Assigned Phs	5	2			6			8				
Phs Duration (G+Y+Rc), s	13.1	47.0			33.9			32.5				
Change Period (Y+Rc), s	4.0	4.0			4.0			4.0				
Max Green Setting (Gmax), s	8.0	43.0			31.0			29.0				
Max Q Clear Time (g_c+I1), s	2.0	2.0			27.1			26.0				
Green Ext Time (p_c), s	2.9	7.2			2.9			2.6				
<b>Intersection Summary</b>												
HCM 2010 Ctrl Delay				23.6								
HCM 2010 LOS				C								
<b>Notes</b>												

Cost Proposal



Harding Way at El Dorado Street and Center Street  
City of Stockton

Harding Way at El Dorado Street and Center Street											
	Stantec Consulting Services						Seigfried	CirclePoint	Judith Buthe (DBE)	Totals Hours By Task	Total Cost By Task
	Habib Shamskhou	Joy Bhattacharya	Vasavi Pannala	Vinay Vanapalli	Mark Pekarek	Casey Barkman					
Hourly Rates	342	227	148	92	135	92					
<b>Task 1— Background Research</b>											
1.1 Utility Conflict			2		2		\$ 800.00			4	\$ 1,366.00
1.2. Traffic and Parking Study		4	8							12	\$ 2,092.00
1.3 Environmental Clearance		2	4				\$ 800.00			6	\$ 1,846.00
<b>2. PS&amp;E</b>											
2.1 Surveying and Base Plan		2	8	8	2	2	\$ 6,400.00			22	\$ 9,228.00
2.2 65% Design		4	24	24	4	40	\$ 2,400.00			96	\$ 13,288.00
2.3 95% Design		4	16	16	1	24	\$ 1,600.00			61	\$ 8,691.00
2.4 100% Design	1	4	8	8	1	12	\$ 800.00			34	\$ 5,209.00
2.5 Final Design	1	2	4	4	1	4	\$ 800.00			16	\$ 3,059.00
<b>3. Coordination/Meetings</b>											
3.1 Environmental Coordination		4						\$ 1,600.00		4	\$ 2,508.00
3.2 Public Outreach and Meeting		6							\$ 5,331.20	6	\$ 6,693.20
<b>4. Bidding and Construction Support</b>		7	4				720			11	\$ 2,901.00
Total Hours By Team Member	2	39	78	60	11	82				272	
Total Cost By Team Member	\$ 684.00	\$ 8,853.00	\$ 11,544.00	\$ 5,520.00	\$ 1,485.00	\$ 7,544.00	\$ 13,520.00	\$ 2,400.00	\$ 5,331.20		\$ 56,881.20
Sub-Consultant (Wiltec, DBE)											\$ 640.00
Other Direct Costs (ODC)											\$ 452.00
<b>Total</b>											\$ 57,973.20

Stantec | City of Stockton Harding Way Traffic Signal Modifications | City Project No. 12-10 | Federal Project No. HS1PL-5008(12B)

**EXHIBIT B**  
**INSURANCE REQUIREMENTS**  
**CONSULTANT**

**CONSULTANT** shall procure and maintain for the duration of the Agreement, insurance against all 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, volunteers, or employees.

1. **INSURANCE** Throughout the life of this Contract, the Consultant shall pay for and maintain in full force and effect with an insurance company admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A: VII" in Best Insurance Key Rating Guide, the following policies of insurance:
  - A. **AUTOMOBILE LIABILITY** insurance, endorsed for "any auto" with the following limits of liability: Bodily Injury \$250,000 each person, and \$500,000 each occurrence. Property Damage \$100,000 each occurrence.
  - B. **WORKERS' COMPENSATION** insurance as required under the California Labor Code and Employers Liability Insurance with limits not less than \$1,000,000 per accident/injury/disease.
  - C. **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY AND MISCELLANEOUS SUPPLEMENTARY INSURANCE;**

FOR **ADDITIONAL** REQUIREMENT(S):

- (i) **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY** insurance which shall include Contractual Liability, Products and Completed Operations coverage's, Bodily Injury and Property Damage Liability insurance with combined single limits of not less than \$1,000,000 per occurrence, and \$2,000,000 Aggregate limit.
- (ii) **PROFESSIONAL LIABILITY**, Not less than \$1,000,000 per Claim/\$2,000,000 Aggregate (3 yr discovery and reporting tail period coverage). Certificate of Insurance only required.

Deductibles and Self-Insured Retentions must be declared and are subject to approval by the CITY.

The Policy(s) shall also provide the following:

- 1 The Commercial General Liability insurance shall be written on ISO approved occurrence form with additional insured endorsement naming: *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are additional insureds.*
2. All insurance required by this Agreement shall be with a company acceptable to the CITY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date **CONSULTANT** completes its performance of services under this Agreement.

3. For any claims related to services or products provided under this contract, the Consultant's insurance coverage shall be primary insurance as respects the City of Stockton its officers, agents, and employees. Any coverage maintained by the CITY shall be excess of the Consultant's insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against the CITY.
4. Each insurance policy required by this clause shall have a provision that coverage shall not be cancelled by either party, except after thirty (30) days' prior to written notice by certified mail, return receipt requested, has been given to the CITY. Further, the thirty (30) day notice shall be unrestricted, except for workers' compensation, or non-payment of premium, which shall permit ten (10) days advance notice. The insurer and/or the contractor and/or the contractor's insurance agent shall provide the CITY with notification of any cancellation, major change, modification or reduction in coverage.
5. Regardless of these contract minimum insurance requirements, the Consultant and its insurer shall agree to commit the Consultant's full policy limits and these minimum requirements shall not restrict the Consultant's liability or coverage limit obligations.
6. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.
7. The Company shall furnish the City of Stockton with the Certificates and Endorsement for all required insurance, prior to the CITY's execution of the Agreement and start of work.
8. Proper address for mailing certificates, endorsements and notices shall be:  
  
City of Stockton  
Attention: Risk Services  
425 N. El Dorado Street  
Stockton, CA 95202
9. Upon notification of receipt by the CITY of a Notice of Cancellation, major change, modification, or reduction in coverage, the Consultant shall immediately file with the CITY a certified copy of the required new or renewal policy and certificates for such policy.

Any variation from the above contract requirements shall only be considered by and be subject to approval by the CITY's Risk Manager (209) 937-8617. Our fax is (209) 937-8558.

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

If the Consultant should subcontract all or any portion of the work to be performed in this contract, the Consultant shall cover the sub-contractor, and/or require each sub-contractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-contractor's insurance shall have the same impact as described above.

**Exhibit "C"**  
**Federal-Aid Consultant Contract Provisions**  
**TRAFFIC SIGNAL AND SAFETY LIGHTING MODIFICATIONS ON HARDING WAY AT**  
**CENTER STREET AND EL DORADO STREET**  
*City Project NO. 12-10 / Federal-Aid Project No. HSIPL-5008(128)*

This form shall be physically attached to Amendment to Professional Services Master Contract

**CONTENTS**

WITH STANTEC CONSULTING SERVICES, INC..... 1

ARTICLE I INTRODUCTION ..... 2

ARTICLE II STATEMENT OF WORK..... 3

ARTICLE III FIRM’S REPORTS OR MEETINGS ..... 4

ARTICLE IV PERFORMANCE PERIOD ..... 4

ARTICLE V ALLOWABLE COSTS AND PAYMENTS ..... 4

ARTICLE VI TERMINATION ..... 6

ARTICLE VII FUNDING REQUIREMENTS ..... 6

ARTICLE VIII CHANGE IN TERMS ..... 6

ARTICLE IX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION ..... 7

ARTICLE X COST PRINCIPLES ..... 7

ARTICLE XI CONTINGENT FEE ..... 7

ARTICLE XII RETENTION OF RECORDS/AUDIT..... 8

ARTICLE XIII DISPUTES ..... 8

ARTICLE XIV AUDIT REVIEW PROCEDURES..... 8

ARTICLE XV SUBCONTRACTING ..... 9

ARTICLE XVI EQUIPMENT PURCHASE ..... 9

ARTICLE XVII INSPECTION OF WORK..... 10

ARTICLE XVIII SAFETY..... 10

ARTICLE XIX INSURANCE..... 11

ARTICLE XX OWNERSHIP OF DATA..... 11

ARTICLE XXI CLAIMS FILED BY THE CITY’S CONSTRUCTION CONTRACTOR..... 11

ARTICLE XXII CONFIDENTIALITY OF DATA ..... 12

ARTICLE XXIII NATIONAL LABOR RELATIONS BOARD CERTIFICATION ..... 12

ARTICLE XXIV EVALUATION OF FIRM ..... 13

ARTICLE XXV STATEMENT OF COMPLIANCE..... 13

ARTICLE XXVI DEBARMENT AND SUSPENSION CERTIFICATION ..... 13

Amendment – STANTEC CONSULTING SERVICES, INC. – PROJECT NO. 12-10,  
 FEDERAL PROJECT NO. CML-5008(128)



**Exhibit "C"**  
**Federal-Aid Consultant Contract Provisions**  
**TRAFFIC SIGNAL AND SAFETY LIGHTING MODIFICATIONS ON HARDING WAY AT**  
**CENTER STREET AND EL DORADO STREET**  
**City Project NO. 12-10 / Federal-Aid Project No. HSIPL-5008(128)**

This form shall be physically attached to Amendment to Professional Services Master Contract

ARTICLE XXVII STATE PREVAILING WAGE RATES..... 14

ARTICLE XXVIII CONFLICT OF INTEREST..... 14

ARTICLE XXIX REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION ..... 15

ARTICLE XXX PROHIBITION OF EXPENDING CITY, STATE OR FEDERAL FUNDS FOR LOBBYING..... 15

ARTICLE XXXI NOTIFICATION ..... 15

ARTICLE XXXII CONTRACT..... 16

ARTICLE XXXIII SIGNATURES ..... 16

**Additional California Department of Transportation (Caltrans) Exhibits Incorporated:**

- \*Exhibit 10-F "Certification of Consultant, Commissions & Fees"
- Exhibit 10-I "Notice to Proposers Disadvantaged Business Enterprise Information"
- Exhibit 10-J "Standard Agreement for Subcontractor/DBE Participation"
- \*Exhibit 10-K "Consultant Certification of Costs and Financial Management System"
- \*Exhibit 10-L "Local Agency Certification of Cost Analysis"
- Exhibit 10-O1 "Consultant Proposal Disadvantaged Business Enterprise Commitment"
- Exhibit 10-O2 "Consultant Contract Disadvantaged Business Enterprise Information"
- Exhibit 10-P "Non-Lobbying Certification for Federal-Aid Contracts"
- Exhibit 10-Q "Disclosure of Lobbying Activities"
- Exhibit 10-S "Consultant Performance Evaluation" *(Due at end of project)*
- Exhibit 10-T "Panel Member Conflict of Interest & Confidentiality Statement"
- Exhibit 10-U "Consultant in Management Position Conflict of Interest Statement"
- Exhibit 10-V "Non-Discrimination Clause"
- Exhibit 12-B "Bidder's List of Subcontractors (DBE's and Non-DBE's)"
- Exhibit 12-E, Attachment H "Debarment and Suspension Certification"
- Exhibit 15-H "DBE Information – Good Faith Efforts"
- Exhibit 17-F "Final Report-Utilization of DBE First Tier Subcontractors"
- Exhibit 17-O "DBE Certification Status Change"

*\*(applicable when cost is over \$150,000)*

**ARTICLE I INTRODUCTION**

The provisions contained in this exhibit are hereby made a part of the consultant contract for this project. The provisions are additive to the Professional Services Master Contract and shall be physically attached to the Amendment to Professional Services Master Contract.

"Scope of Services" in the following articles is defined as the combination of the project scope of work and the corresponding fee to complete the scope of work.

Amendment – STANTEC CONSULTING SERVICES, INC. – PROJECT NO. 12-10,  
 FEDERAL PROJECT NO. CML-5008(128)

**Exhibit "C"**  
**Federal-Aid Consultant Contract Provisions**  
**TRAFFIC SIGNAL AND SAFETY LIGHTING MODIFICATIONS ON HARDING WAY AT**  
**CENTER STREET AND EL DORADO STREET**  
**City Project NO. 12-10 / Federal-Aid Project No. HSIPL-5008(128)**

This form shall be physically attached to Amendment to Professional Services Master Contract

**ARTICLE II STATEMENT OF WORK**

- A. Services to be Furnished  
See Exhibit "A", Scope of Services of the Amendment to Professional Services Master Contract.
- B. Design Standards  
The FIRM shall perform the services in accordance with the City of Stockton Standard Plan & Specifications (current edition), and Caltrans 2010 Standard Plans & Specifications and any amendments thereto.
- C. Firm's Endorsement on Plans, Specification and Estimates/other Data  
The responsible firm/engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.
- D. Right of Way  
See Exhibit "A", Scope of Services of the Amendment to Professional Services Master Contract.
- E. Subsurface Investigation  
See Exhibit "A", Scope of Services of the Amendment to Professional Services Master Contract.
- F. The City's Obligations  
See Section 4 "Rights and Duties of City", of the Professional Service Master Contract.
- G. Conferences, Visits to Site, Inspection of Work  
The FIRM and any subcontractor shall permit the CITY, the state, and the FHWA if federal participating funds are used in this contract; to meet, review, and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis. Cost incurred by FIRM for meetings, subsequent to the initial meeting shall be included in the fee.
- H. Checking Shop Drawings/Submittals  
See Exhibit "A", Scope of Services of the Amendment to Professional Services Master Contract.
- I. Documentation  
The FIRM shall document the results of their services to the satisfaction of the CITY, and if applicable, the state and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the scope of work objectives.
- J. Number of Copies  
See Exhibit "A", Scope of Services of the Amendment to Professional Services Master Contract.

Amendment – STANTEC CONSULTING SERVICES, INC. – PROJECT NO. 12-10,  
FEDERAL PROJECT NO. CML-5008(128)



**Exhibit "C"**  
**Federal-Aid Consultant Contract Provisions**  
**TRAFFIC SIGNAL AND SAFETY LIGHTING MODIFICATIONS ON HARDING WAY AT**  
**CENTER STREET AND EL DORADO STREET**  
**City Project NO. 12-10 / Federal-Aid Project No. HSIPL-5008(128)**

This form shall be physically attached to Amendment to Professional Services Master Contract

**ARTICLE III FIRM'S REPORTS OR MEETINGS**

- A. FIRM shall submit progress reports at least once a month. The report should be sufficiently detailed for the Project Manager to determine, if FIRM is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. FIRM's Project Manager shall meet with CITY'S Project Manager, as needed, to discuss progress on the contract.

**ARTICLE IV PERFORMANCE PERIOD**

- A. Effective Contract Dates  
See Section 3 – Schedule for Completion of the Amendment to Professional Services Master Contract.
- B. Contract Award  
FIRM is advised that any recommendation for contract award is not binding on the CITY until the contract is fully executed and approved by the CITY.

**ARTICLE V ALLOWABLE COSTS AND PAYMENTS**

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. The CITY will reimburse FIRM for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by FIRM in performance of the work. FIRM will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved FIRM'S Scope of Services, unless additional reimbursement is provided for by contract amendment. In no event, will FIRM be reimbursed for overhead costs at a rate that exceeds the CITY's approved overhead rate set forth in the Scope of Services. In the event, that the CITY determines that a change to the work from that specified in the Scope of Services and contract is required, the contract time or actual costs reimbursable by the CITY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. In addition to the allowable incurred costs, the CITY will pay FIRM a fixed fee of \$(AMOUNT). The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

Amendment – STANTEC CONSULTING SERVICES, INC. – PROJECT NO. 12-10,  
 FEDERAL PROJECT NO. CML-5008(128)

**Exhibit "C"**  
**Federal-Aid Consultant Contract Provisions**  
**TRAFFIC SIGNAL AND SAFETY LIGHTING MODIFICATIONS ON HARDING WAY AT**  
**CENTER STREET AND EL DORADO STREET**  
**City Project NO. 12-10 / Federal-Aid Project No. HSIPL-5008(128)**

This form shall be physically attached to Amendment to Professional Services Master Contract

- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Scope of Services.
- D. When milestone cost estimates are included in the approved Scope of Services, FIRM shall obtain prior written approval for a revised milestone cost estimate from the Project Manager before exceeding such cost estimate.
- E. Progress payments will be made monthly in areas based on services provided and allowable incurred costs. A pro rata portion of FIRM's fixed fee will be included in the monthly progress payments. If FIRM fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, the CITY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article V Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. FIRM will be reimbursed, as promptly as fiscal procedures will permit upon receipt by the CITY's Project Manager of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which FIRM is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Scope of Services and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due the CITY including any equipment purchased under the provisions of Article XV Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of FIRM's work. Invoices shall be mailed to the CITY's Project Manager at the following address:  
  

City of Stockton, Public Works Department  
22 E. Weber Avenue, Room 301  
Stockton, CA, 95202
- H. The total amount payable by the CITY including the fixed fee shall not exceed the amount noted in Section 2 – Compensation of the Amendment to Professional Services Master Contract.
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Scope of Services and is approved by the Public Works Director.  
  
For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
- J. All subcontracts in excess of \$25,000 shall contain the above provisions.

**Exhibit "C"**  
**Federal-Aid Consultant Contract Provisions**  
**TRAFFIC SIGNAL AND SAFETY LIGHTING MODIFICATIONS ON HARDING WAY AT**  
**CENTER STREET AND EL DORADO STREET**  
**City Project NO. 12-10 / Federal-Aid Project No. HSIPL-5008(128)**

This form shall be physically attached to Amendment to Professional Services Master Contract

**ARTICLE VI TERMINATION**

- A. Termination of Contract  
See Section 8 of the Professional Services Master Contract.
- B. Liable Amount  
The maximum amount for which the Government shall be liable if this contract is terminated is for only those costs uncured up to termination of contract.

**ARTICLE VII FUNDING REQUIREMENTS**

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to the CITY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or the CITY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. The CITY has the option to void the contract under the 30-day cancellation clause, or by mutual agreement to amend the contract to reflect any reduction of funds.

**ARTICLE VIII CHANGE IN TERMS**

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. FIRM shall only commence work covered by an amendment/contract change order after the amendment/contract change order is executed and notification to proceed has been provided by the CITY's Project Manager.
- C. There shall be no change in FIRM's Project Manager or members of the project team, as listed in the approved Scope of Services, which is a part of this contract without prior written approval by the CITY's Project Manager.

**Exhibit "C"**  
**Federal-Aid Consultant Contract Provisions**  
**TRAFFIC SIGNAL AND SAFETY LIGHTING MODIFICATIONS ON HARDING WAY AT**  
**CENTER STREET AND EL DORADO STREET**  
**City Project NO. 12-10 / Federal-Aid Project No. HSIPL-5008(128)**

This form shall be physically attached to Amendment to Professional Services Master Contract

**ARTICLE IX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

The following attachments are made to the contract and made a part of:

- Exhibit 10-I " Notice to Proposers DBE Information"
- Exhibit 10-J "Standard Contract Provisions for Subconsultants/DBE Participation"
- Exhibit 15-H "Good Faith Effort"
- Exhibit 17-F "Final Report-Utilization of DBE's"

Firms must give consideration to DBE firms as specified in 23 CFR §172.5(b), 49 CFR, Part 26. If the contract has a DBE goal, FIRM must meet the goal by using DBEs as subconsultants or document a good faith effort to have met the goal. If a DBE subconsultant is unable to perform, FIRM must make a good faith effort to replace him/her with another DBE subconsultant if the goal is not otherwise met.

A DBE may be terminated only with written approval by the CITY and only for the reasons specified in 49 CFR 26.53 (f). Prior to requesting the CITY's consent for the proposed termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

**ARTICLE X COST PRINCIPLES**

- A. FIRM agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. FIRM also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to FIRM that are determined by subsequent audit to be unallowable under 49 CFR Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by FIRM to the CITY.

**ARTICLE XI CONTINGENT FEE**

FIRM warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by FIRM for the purpose of securing business. For breach or violation of this warranty, CITY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion

Amendment – STANTEC CONSULTING SERVICES, INC. – PROJECT NO. 12-10,  
 FEDERAL PROJECT NO. CML-5008(128)



**Exhibit "C"**  
**Federal-Aid Consultant Contract Provisions**  
**TRAFFIC SIGNAL AND SAFETY LIGHTING MODIFICATIONS ON HARDING WAY AT**  
**CENTER STREET AND EL DORADO STREET**  
**City Project NO. 12-10 / Federal-Aid Project No. HSIPL-5008(128)**

This form shall be physically attached to Amendment to Professional Services Master Contract to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**ARTICLE XII RETENTION OF RECORDS/AUDIT**

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; FIRM, subconsultants, and CITY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, CITY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of FIRM that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

**ARTICLE XIII DISPUTES**

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the CITY's Project Manager and Public Works Director, who may consider written or verbal information submitted by FIRM.
- B. Not later than 30 days after completion of all work, including deliverables necessary to complete the plan, specifications, and estimate, if applicable, under the contract, FIRM may request review by the CITY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse FIRM from full and timely performance in accordance with the terms of this contract.

**ARTICLE XIV AUDIT REVIEW PROCEDURES**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the CITY's Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, FIRM may request a review by the CITY's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

Amendment – STANTEC CONSULTING SERVICES, INC. – PROJECT NO. 12-10,  
 FEDERAL PROJECT NO. CML-5008(128)

**Exhibit "C"**  
**Federal-Aid Consultant Contract Provisions**  
**TRAFFIC SIGNAL AND SAFETY LIGHTING MODIFICATIONS ON HARDING WAY AT**  
**CENTER STREET AND EL DORADO STREET**  
**City Project NO. 12-10 / Federal-Aid Project No. HSIPL-5008(128)**

This form shall be physically attached to Amendment to Professional Services Master Contract

- C. Neither the pendency of a dispute nor its consideration by the CITY will excuse FIRM from full and timely performance, in accordance with the terms of this contract.
- D. For contracts totaling \$150,000 or greater, FIRM and subconsultants' contracts, including Scope of Services and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, Scope of Services and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is FIRM's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, Scope of Services, and ICR shall be adjusted by FIRM and approved by CITY project manager to conform to the audit or review recommendations. FIRM agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by the CITY at its sole discretion. Refusal by FIRM to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

**ARTICLE XV SUBCONTRACTING**

- A. FIRM shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the CITY's Public Works Director, except that, which is expressly identified in the approved Scope of Services.
- B. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- C. Any substitution of subconsultants must be approved in writing by the CITY's Project Manager prior to the start of work by the subconsultant.

**ARTICLE XVI EQUIPMENT PURCHASE**

- A. Prior authorization in writing, by the CITY's Project Manager shall be required before FIRM enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or FIRM services. FIRM shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in FIRM's Scope of Services and exceeding \$5,000 prior authorization by the CITY's Project Manager; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

Amendment – STANTEC CONSULTING SERVICES, INC. – PROJECT NO. 12-10,  
 FEDERAL PROJECT NO. CML-5008(128)

**Exhibit "C"**  
**Federal-Aid Consultant Contract Provisions**  
**TRAFFIC SIGNAL AND SAFETY LIGHTING MODIFICATIONS ON HARDING WAY AT**  
**CENTER STREET AND EL DORADO STREET**  
**City Project NO. 12-10 / Federal-Aid Project No. HSIPL-5008(128)**

This form shall be physically attached to Amendment to Professional Services Master Contract

- C. Any equipment purchased as a result of this contract is subject to the following: "FIRM shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the CITY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, FIRM may either keep the equipment and credit the CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CITY procedures; and credit the CITY in an amount equal to the sales price. If FIRM elects to keep the equipment, fair market value shall be determined at FIRM's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the CITY and FIRM, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the CITY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

**ARTICLE XVII INSPECTION OF WORK**

FIRM and any subconsultant shall permit the CITY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

**ARTICLE XVIII SAFETY**

- A. FIRM shall comply with OSHA regulations applicable to FIRM regarding necessary safety equipment or procedures. FIRM shall comply with safety instructions issued by the CITY Safety Officer and other CITY representatives. FIRM personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, the CITY has determined that such areas are within the limits of the project and are open to public traffic. FIRM shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. FIRM shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. FIRM must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

Amendment – STANTEC CONSULTING SERVICES, INC. – PROJECT NO. 12-10,  
 FEDERAL PROJECT NO. CML-5008(128)



**Exhibit "C"**  
**Federal-Aid Consultant Contract Provisions**  
**TRAFFIC SIGNAL AND SAFETY LIGHTING MODIFICATIONS ON HARDING WAY AT**  
**CENTER STREET AND EL DORADO STREET**  
**City Project NO. 12-10 / Federal-Aid Project No. HSIPL-5008(128)**

This form shall be physically attached to Amendment to Professional Services Master Contract

**ARTICLE XIX INSURANCE**

See Section 13 of the Amendment to Professional Services Master Contract.

**ARTICLE XX OWNERSHIP OF DATA**

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in the CITY; and no further contract will be necessary to transfer ownership to the CITY. FIRM shall furnish the CITY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. FIRM is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by the CITY of the machine-readable information and data provided by FIRM under this contract; further, FIRM is not liable for claims, liabilities, or losses arising out of, or connected with any use by the CITY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by FIRM.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. The CITY may permit copyrighting reports or other contract products. If copyrights are permitted; the contract shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

**ARTICLE XXI CLAIMS FILED BY THE CITY'S CONSTRUCTION CONTRACTOR**

- A. If claims are filed by the CITY's construction contractor relating to work performed by FIRM's personnel, and additional information or assistance from FIRM's personnel is required in order to evaluate or defend against such claims; FIRM agrees to make its personnel available for consultation with the CITY's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. FIRM's personnel that the CITY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from the CITY.

Amendment – STANTEC CONSULTING SERVICES, INC. – PROJECT NO. 12-10,  
 FEDERAL PROJECT NO. CML-5008(128)



**Exhibit "C"****Federal-Aid Consultant Contract Provisions****TRAFFIC SIGNAL AND SAFETY LIGHTING MODIFICATIONS ON HARDING WAY AT  
CENTER STREET AND EL DORADO STREET****City Project NO. 12-10 / Federal-Aid Project No. HSIPL-5008(128)**

This form shall be physically attached to Amendment to Professional Services Master Contract

Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for FIRM's personnel services under this contract.

- C. Services of FIRM's personnel in connection with the CITY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

**ARTICLE XXII CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to the CITY's operations, which are designated confidential by the CITY and made available to FIRM in order to carry out this contract, shall be protected by FIRM from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by the CITY relating to the contract, shall not authorize FIRM to further disclose such information, or disseminate the same on any other occasion.
- C. FIRM shall not comment publicly to the press or any other media regarding the contract or the CITY's actions on the same, except to CITY's staff, FIRM's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. FIRM shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the CITY, and receipt of the CITY's written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. As it relates to the preparation of plans, specifications and estimates, if applicable:  
All information related to the construction estimate is confidential, and shall not be disclosed by FIRM to any entity other than the CITY.

**ARTICLE XXIII NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code Section 10296, FIRM hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against FIRM within the immediately preceding two-year period, because of FIRM's failure to comply with an order of a federal court that orders FIRM to comply with an order of the National Labor Relations Board.

Amendment – STANTEC CONSULTING SERVICES, INC. – PROJECT NO. 12-10,  
FEDERAL PROJECT NO. CML-5008(128)

**Exhibit "C"**  
**Federal-Aid Consultant Contract Provisions**  
**TRAFFIC SIGNAL AND SAFETY LIGHTING MODIFICATIONS ON HARDING WAY AT**  
**CENTER STREET AND EL DORADO STREET**  
**City Project NO. 12-10 / Federal-Aid Project No. HSIPL-5008(128)**

This form shall be physically attached to Amendment to Professional Services Master Contract

**ARTICLE XXIV EVALUATION OF FIRM**

FIRM's performance will be evaluated by the CITY. A copy of the evaluation will be sent to FIRM for comments. The evaluation together with the comments shall be retained as part of the contract record.

**ARTICLE XXV STATEMENT OF COMPLIANCE**

- A. FIRM's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that FIRM has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, firm and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Firm and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Firm and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Firm and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Contract.

**ARTICLE XXVI DEBARMENT AND SUSPENSION CERTIFICATION**

- A. FIRM's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that FIRM has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent

Amendment – STANTEC CONSULTING SERVICES, INC. – PROJECT NO. 12-10,  
 FEDERAL PROJECT NO. CML-5008(128)

**Exhibit "C"**  
**Federal-Aid Consultant Contract Provisions**  
**TRAFFIC SIGNAL AND SAFETY LIGHTING MODIFICATIONS ON HARDING WAY AT**  
**CENTER STREET AND EL DORADO STREET**  
**City Project NO. 12-10 / Federal-Aid Project No. HSIPL-5008(128)**

This form shall be physically attached to Amendment to Professional Services Master Contract

jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.  
Any exceptions to this certification must be disclosed to the CITY.

- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining FIRM responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

**ARTICLE XXVII STATE PREVAILING WAGE RATES**

- A. FIRM shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

**ARTICLE XXVIII CONFLICT OF INTEREST**

- A. FIRM shall disclose any financial, business, or other relationship with the CITY that may have an impact upon the outcome of this contract, or any ensuing CITY construction project. FIRM shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing CITY construction project, which will follow.
- B. FIRM hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. FIRM hereby certifies that neither FIRM, nor any firm affiliated with FIRM will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

Amendment – STANTEC CONSULTING SERVICES, INC. – PROJECT NO. 12-10,  
FEDERAL PROJECT NO. CML-5008(128)



**Exhibit "C"**  
**Federal-Aid Consultant Contract Provisions**  
**TRAFFIC SIGNAL AND SAFETY LIGHTING MODIFICATIONS ON HARDING WAY AT**  
**CENTER STREET AND EL DORADO STREET**  
**City Project NO. 12-10 / Federal-Aid Project No. HSIPL-5008(128)**

This form shall be physically attached to Amendment to Professional Services Master Contract

**ARTICLE XXIX REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

FIRM warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any CITY employee. For breach or violation of this warranty, the CITY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

**ARTICLE XXX PROHIBITION OF EXPENDING CITY, STATE OR FEDERAL FUNDS FOR LOBBYING**

A. FIRM certifies to the best of his or her knowledge and belief that:

1. No state, federal or City appropriated funds have been paid, or will be paid by-or-on behalf of FIRM to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; FIRM shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. FIRM also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

**ARTICLE XXXI NOTIFICATION**

See Section 10-Notices of the Professional Services Master Contract.

Amendment – STANTEC CONSULTING SERVICES, INC. – PROJECT NO. 12-10,  
 FEDERAL PROJECT NO. CML-5008(128)

**Exhibit "C"**  
**Federal-Aid Consultant Contract Provisions**  
**TRAFFIC SIGNAL AND SAFETY LIGHTING MODIFICATIONS ON HARDING WAY AT**  
**CENTER STREET AND EL DORADO STREET**  
**City Project NO. 12-10 / Federal-Aid Project No. HSIPL-5008(128)**

This form shall be physically attached to Amendment to Professional Services Master Contract

**ARTICLE XXXII CONTRACT**

Refer to the Amendment to Professional Services Master Contract.

**ARTICLE XXXIII SIGNATURES**

Refer to the Amendment to Professional Services Master Contract

EXHIBIT 10-F CERTIFICATION OF LOCAL AGENCY, COMMISSIONS & FEES

I HEREBY CERTIFY that I am the City Traffic Engineer, and duly authorized representative of the Agency City of Stockton, whose address is 22 E. Weber Avenue Stockton, CA 95202 and that, except as hereby expressly stated, neither I nor the above Agency that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this contract.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this contract involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

2/13/14  
(Date)

[Signature]  
(Signature)

Distribution: 1) Local Agency Project File (Original & Contract)  
2) DLAE (with contract copy)


**EXHIBIT 10-F CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES**

I HEREBY CERTIFY that I am the Senior Principal, and duly authorized representative of the firm of Stantec Consulting Services Inc., whose address is 1340 Treat Boulevard, Suite 300, Walnut Creek, CA 94597, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this contract.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this contract involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

2/10/14  
(Date)

  
(Signature)

**Distribution:** 1) Local Agency Project File (Original & Contract)  
2) DLAE (with contract copy)



**EXHIBIT 10-1 NOTICE TO PROPOSERS DBE INFORMATION**

The Agency has established a DBE goal for this Contract of 4.33 %

OR

The Agency has not established a goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract.

**1. TERMS AS USED IN THIS DOCUMENT**

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

**2. AUTHORITY AND RESPONSIBILITY**

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

**3. SUBMISSION OF DBE INFORMATION**

If there is a DBE goal on the contract, Exhibit 10-01 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-02 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

**4. DBE PARTICIPATION GENERAL INFORMATION**

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
  - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
  - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

## 5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
  - 1. Click on the link in the left menu titled *Disadvantaged Business Enterprise*;
  - 2. Click on Search for a DBE Firm link;
  - 3. Click on *Access to the DBE Query Form* located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

## 6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the

- purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

**EXHIBIT 10-J STANDARD CONTRACT PROVISIONS FOR SUBCONSULTANT/DBE PARTICIPATION****1. Subconsultants**

- A. Nothing contained in this Contract or otherwise, shall create any contractual relation between the Agency and any subconsultants, and no subcontract shall relieve the Consultant of his/her responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the Agency for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its subconsultants is an independent obligation from the Agency's obligation to make payments to the Consultant.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Contract, shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.
- C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to the Consultant by the Agency.
- D. Any substitution of subconsultants must be approved in writing by the Agency's Contract Administrator in advance of assigning work to a substitute subconsultant.

**2. Disadvantaged Business Enterprise (DBE) Participation**

- A. This Contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. If the contract has a DBE goal, the Consultant must meet the goal by committing DBE participation or document a good faith effort to meet the goal. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met. A DBE is a firm meeting the definition of a DBE as specified in 49 CFR.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the local agency deems appropriate.
- D. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- E. A DBE may be terminated only with prior written approval from the local agency and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting local agency consent for the termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

**3. Performance of DBE Consultant and other DBE Subconsultants/Suppliers**

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing; and other relevant factors.
- B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- C. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Contract with its own work force, or the DBE subcontracts a greater portion of the work of the Contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

**4. Prompt Payment of Funds Withheld to Subconsultants**

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.  
*(Local agency to include either B, C, or D below; delete the other two.)*
- B. No retainage will be withheld by the Agency from progress payments due the prime Consultant. Retainage by the prime Consultant or subconsultants is prohibited, and no retainage will be held by the prime Consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime Consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime Consultants and subconsultants.
- C. No retainage will be held by the Agency from progress payments due the prime Consultant. Any retainage held by the prime Consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime Consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

- D. The Agency shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime consultant based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

#### 5. DBE Records

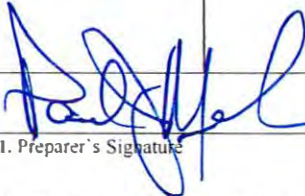
- A. The Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants," CEM-2402F (Exhibit 17-F, Chapter 17, of the LPM), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25 percent of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

#### 6. DBE Certification and Decertification Status

If a DBE subconsultant is decertified during the life of the Contract, the decertified subconsultant shall notify the Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify the Consultant in writing with the date of certification. Any changes should be reported to the Agency's Contract Administrator within 30 days.

**EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT**

(Inclusive of all DBEs listed at bid proposal. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section			
1. Local Agency Name: <u>City of Stockton - Public Works Department</u>			
2. Project Location: <u>Harding Way at El Dorado Street and Center Street, Stockton, CA</u>			
3. Project Description: <u>Consulting services to design traffic signal modifications.</u>			
4. Consultant Name: <u>Stantec Consulting Services Inc.</u>			
5. Contract DBE Goal %: <u>4.33</u>			
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
Public Outreach	Judith Bueche Communications 445 Weber Avenue, Suite 221 Stockton, CA 95203	37196	9.2
Data Collection	Wiltec 610 N. Lake Avenue Pasadena, CA 91101	UCP 8440	1.1
<b>Local Agency to Complete this Section</b>			10. Total % Claimed
16. Local Agency Contract Number: _____			<u>10.3%</u>
17. Federal-aid Project Number: _____			
18. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			11. Preparer's Signature
19. Local Agency Representative Name (Print)			<u>Paul Menaker, Ph.D.</u>
20. Local Agency Representative Signature			12. Preparer's Name (Print)
21. Date			<u>Senior Principal</u>
22. Local Agency Representative Title			13. Preparer's Title
23. (Area Code) Tel. No			<u>1/21/2014</u> <u>(925) 296-2106</u>
			14. Date 15. (Area Code) Tel. No

Distribution (1) Original - Consultant submits to local agency with proposal  
(2) Copy - Local Agency files



**INSTRUCTIONS - CONSULTANT PROPOSAL DBE COMMITMENT****Consultant Section***The Consultant shall:*

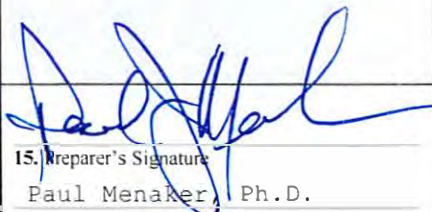
1. **Local Agency Name** - Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
4. **Consultant Name** - Enter the consultant's firm name.
5. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-1 *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
6. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
7. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
8. **DBE Cert. Number** - Enter the DBEs Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
9. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
10. **Total % Claimed** - Enter the total DBE participation claimed. If the Total % Claimed is less than item "6. Contract DBE Goal", an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-II *DBE Information - Good Faith Efforts* of the LAPM).
11. **Preparer's Signature** - The person completing this section of the form for the consultant's firm must sign their name.
12. **Preparer's Name (Print)** - Clearly enter the name of the person signing this section of the form for the consultant.
13. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
14. **Date** - Enter the date this section of the form is signed by the preparer.
15. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

**Local Agency Section:***The Local Agency representative shall:*

16. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
17. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
18. **Contract Execution Date** - Enter date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
19. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
20. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
21. **Date** - Enter the date the Local Agency Representative signs the form.
22. **Local Agency Representative Title** - Enter the position title of the person signing this section of the form.
23. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

**EXHIBIT 10-02 CONSULTANT CONTRACT DBE INFORMATION**

(Inclusive of all DBEs listed at contract award. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section			
1. Local Agency Name: <u>City of Stockton - Public Works Department</u>			
2. Project Location: <u>Stockton, CA</u>			
3. Project Description: <u>Consulting services to design traffic signal modifications.</u>			
4. Total Contract Award Amount: \$ <u>57,973.20</u>			
5. Consultant Name: <u>Stantec Consulting Services Inc.</u>			
6. Contract DBE Goal %: <u>4.33</u>			
7. Total Dollar Amount for <u>all</u> Subconsultants: \$ <u>21,891.20</u>			
8. Total Number of <u>all</u> Subconsultants: <u>4</u>			
Award DBE/DBE Information			
9. Description of Services to be Provided	10. DBE/DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Public Outreach	Judith Buethe Communications 445 Weber Avenue, Suite 221 Stockton, CA 95203	37196	\$5,331.20
Data Collection	Wiltec 610 N. Lake Avenue Pasadena, CA 91101	UCP 8440	\$640.00
Local Agency to Complete this Section			13. Total Dollars Claimed
20. Local Agency Contract Number: _____			\$ <u>5,971.20</u>
21. Federal-aid Project Number: _____			
22. Contract Execution Date: _____			14. Total % Claimed
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			<u>10.3%</u>
23. Local Agency Representative Name (Print) _____			 15. Preparer's Signature Paul Menaker, Ph.D. 16. Preparer's Name (Print) Senior Principal 17. Preparer's Title 1/21/2014 (925) 296-2106 18. Date 19. (Area Code) Tel. No.
24. Local Agency Representative Signature _____		25. Date _____	
26. Local Agency Representative Title _____		27. (Area Code) Tel. No. _____	
Caltrans to Complete this Section			
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:			
28. DLAE Name (Print) _____	29. DLAE Signature _____	30. Date _____	

Distribution (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment  
 (2) Copy – Include in award package sent to Caltrans DLAE  
 (3) Original – Local agency files

**INSTRUCTIONS - CONSULTANT CONTRACT AWARD DBE INFORMATION****Consultant Section***The Consultant shall:*

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab. Seismic Rehab. Overlay, Widening, etc).
4. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
5. **Consultant Name** - Enter the consultant's firm name.
6. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
7. **Total Dollar Amount for all Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
8. **Total number of all subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
9. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
11. **DBE Cert. Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE, and include DBEs that are not identified as subconsultants on the Exhibit 10-O1 *Consultant Proposal DBE Commitment* form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed** – Enter the total dollar amounts for column 13.
14. **Total % Claimed** – Enter the total DBE participation claimed for column 13. SUM = (item "14. Total Participation Dollars Claimed" divided by item "4. Total Contract Award Amount"). If the Total % Claimed is less than item "6. Contract DBE Goal", an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-II *DBE Information - Good Faith Efforts* of the LAPM).
15. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
16. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

**Local Agency Section:***The Local Agency representative shall.*

20. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
23. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
24. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
25. **Date** - Enter the date the Local Agency Representative signs the form.
26. **Local Agency Representative Title** - Enter the position title of the person signing this section of the form.
27. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

**Caltrans Section:***Caltrans District Local Assistance Engineer (DLAE) shall.*

28. **DLAE Name (Print)** – Clearly enter the name of the DLAE.
29. **DLAE Signature** – DLAE must sign this section of the form to certify that it has been reviewed for completeness.
30. **Date** - Enter the date that the DLAE signs this section the form.

**EXHIBIT 10-P NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies by signing and submitting this proposal/bid to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his/her proposal/bid that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.



**INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503, SF-111-Instructions Rev. 06-04

**EXHIBIT 10-V NON-DISCRIMINATION CLAUSE**

(To be included in Consultant Contract)

**NON-DISCRIMINATION CLAUSE**

During the performance of this Contract, Consultant and its subconsultant shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.



EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)

PART I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
<i>Name</i> Judith Buethe	<i>Phone</i> 209.464.8707	<input checked="" type="checkbox"/> < \$1 million	Public Outreach	<input type="checkbox"/> YES
<i>Address</i> 445 Weber Ave, Ste 221	<i>Fax</i>	<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>City/State/ZIP</i> Stockton, CA 95203	209.942.3080	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
<i>Name</i> Siegfried	<i>Phone</i> 209.943.2021	<input type="checkbox"/> < \$1 million	Civil Engineering	<input type="checkbox"/> YES
<i>Address</i> 3244 Brookside Rd, Ste 100	<i>Fax</i>	<input checked="" type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>City/State/ZIP</i> Stockton, CA 95219	209.942.0214	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
<i>Name</i> Cicrlepoint	<i>Phone</i> 510.285.6700	<input type="checkbox"/> < \$1 million	Environmental	<input type="checkbox"/> YES
<i>Address</i> 1814 Franklin St, Ste 100	<i>Fax</i>	<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>City/State/ZIP</i> Oakland, CA 94612	510.285.6799	<input checked="" type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
<i>Name</i> Wiltec	<i>Phone</i> 626.564.1944	<input checked="" type="checkbox"/> < \$1 million	Data Collection	<input type="checkbox"/> YES
<i>Address</i> 610 N Lake Ave	<i>Fax</i>	<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>City/State/ZIP</i> Pasadena, CA 91101	626.564.0969	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		

Distribution: 1) Original - Local Agency File

**EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)**

**PART II**

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
<i>Address</i>		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>City State ZIP</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		<i>Age of Firm (Yrs.)</i>
		<input type="checkbox"/> > \$15 million		
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
<i>Address</i>		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>City State ZIP</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		<i>Age of Firm (Yrs.)</i>
		<input type="checkbox"/> > \$15 million		
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
<i>Address</i>		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>City State ZIP</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		<i>Age of Firm (Yrs.)</i>
		<input type="checkbox"/> > \$15 million		
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
<i>Address</i>		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>City State ZIP</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		<i>Age of Firm (Yrs.)</i>
		<input type="checkbox"/> > \$15 million		

Distribution: 1 Original - Local Agency File

---

**DEBARMENT AND SUSPENSION CERTIFICATION**

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

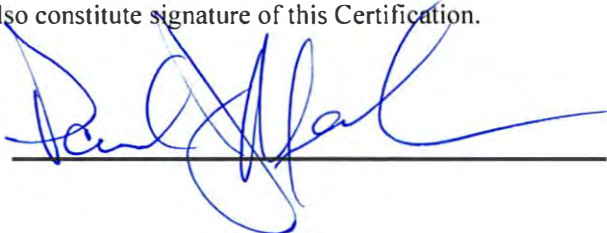


EXHIBIT 15-H DBE INFORMATION --GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. \_\_\_\_\_ Bid Opening Date \_\_\_\_\_

The \_\_\_\_\_ (City/County of) \_\_\_\_\_ established a Disadvantaged Business Enterprise (DBE) goal of 4.33% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

NOT APPLICABLE

- C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Names, addresses and phone numbers of firms selected for the work above:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

NOT APPLICABLE

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

---

---

---

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

---

---

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

**NOT APPLICABLE**



# City of Stockton

## Legislation Details (With Text)

File #: 14-0324 Version: 1  
 Type: Consent Status: Agenda Ready  
 In control: City Council/Successor Agency to the  
 Redevelopment Agency/Public Financing  
 AuthorityConcurrent

Attachments:

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

### ANIMAL SERVICES MEDICAL SUPPLIES PURCHASES

#### RECOMMENDATION

It is recommended that City Council approve by motion action the purchase of medicine and medical supplies for the Animal Shelter from MWI Veterinary Supply.

#### Summary

Animal Services takes in over 11,000 dogs and cats per year. Best practices and state law require that necessary and prompt medical care be given to animals held at the animal shelter. Vaccinations against rabies and contagious diseases are given to dogs upon intake and to cats prior to their release from the Animal Shelter. Additionally, the Animal Shelter operates a spay and neuter clinic where over 3,500 surgeries per year are performed. With the addition of an on-site veterinarian, the Shelter has experienced an increase in the quantity and frequency of ordering medicine and medical supplies. As purchasing has increased, it has become evident that the Shelter needs to have a process in place to ensure competitively priced medical supplies, while expending minimal staff time for ordering the supplies. Staff seeks Council authority to purchase veterinary medicine and medical supplies from MWI Veterinary Supply.

#### DISCUSSION

##### Background

Animal Services is required by state law to provide medical care for sick and injured animals taken in at the Animal Shelter. Prior to our partnership with the San Francisco Society for the Prevention of Cruelty to Animals (SF SPCA), the Animal Shelter did not have a full-time veterinarian on staff and many of the sick or injured animals were sent to local veterinarians for treatment.

In the past, the Animal Shelter bought vaccines (our most expensive single purchase) from several drug suppliers including MWI Veterinary Supply and Victor Medical. A third vendor declined to continue providing services once the City filed for bankruptcy. Staff had to call a number of suppliers to check for special pricing each time they ordered supplies. These phone calls had to be made several times per month. The Animal Shelter is understaffed and making phone calls to check prices



for supplies takes staff away from performing other duties.

In order to achieve cost savings from many vendors, vaccines must be ordered in large quantities. Vaccines require refrigeration and the Animal Shelter does not have a lot of refrigerated storage space, requiring staff to place smaller orders several times per month. As purchasing has increased, it has become evident the Animal Shelter needs a process in place to ensure it is getting the best prices and products, while minimizing staff time used for ordering supplies.

### Present Situation

The Animal Shelter now has a veterinarian on site six days per week, which has increased their live release rate and improved general animal care, pain management, parasite control, and vaccinations of animals entering the shelter. There are now over 3,500 spay/neuter surgeries completed per year. These improvements have dramatically increased the volume of purchasing required for vaccines, medication, and other veterinary medical supplies.

There are two main sources used for purchasing medical supplies: MWI Veterinary Supply and Victor Medical. As noted above, Animal Shelter staff expend a significant amount of time making phone calls for small orders of supplies several times each month that would be alleviated by purchasing from one vendor. MWI Veterinary Supply is the largest veterinarian distributor in the United States, representing over 700 manufacturers, including many of the companies from whom shelter staff have been purchasing directly. Because of MWI's abilities to purchase in very large quantities, they are able to pass savings along to customers. Below is a table of the three most frequently purchased vaccines and the respective costs:

Type of Vaccine	MWI Vet	Victor Medical
Rabies	68.38	75.15
DAPPv*	74.71	80.46
Bordatella	78.56	84.60

\*DAPPv is a common name for Distemper, Adenovirus Type 2, Parainfluenza, Parvovirus

### Findings

The Stockton Municipal Code Section 3.68.070 allows for exceptions to the competitive bidding process in cases where the City Council has approved findings which support and justify the purchases.

The findings in support of purchasing directly from MWI Veterinary Supply are as follows:

1. Animal Shelter staff has found that MWI competitively prices all of its products and offers free shipping and next day delivery, which is very important due to limited storage space at the Animal Shelter.
2. The MWI sales representative works closely with shelter staff to ensure the Animal Shelter is getting the best possible prices and makes staff aware of special reduced pricing for products purchased.

3. The MWI sales representative checks the Animal Shelter inventory regularly, a service offered only when working with a major distributor.
4. Some of the drug companies from whom supplies were historically purchased will no longer extend credit to the City of Stockton due to the bankruptcy.

#### FINANCIAL SUMMARY

The annual estimated amount for purchasing medicine, vaccines, and medical supplies is \$36,000. The Police Department's annual budget for the Animal Shelter in Account No. 010-2466-530 and Pet Overpopulation Program Account No. 645-0298-530 are able to accommodate the increase in medical supply costs in Fiscal 2013-14 as a result of savings from vacant positions. An increase to the materials & supplies budget will be requested during the annual budget process for Fiscal Year 2014-15 in order to adequately supply the Shelter with the medications required to treat the volume of animals seen each year. The total purchased is anticipated to remain within the fiscal year adopted budget for the Police Department.



# City of Stockton

## Legislation Details (With Text)

**File #:** 14-0372      **Version:** 1

**Type:** Consent      **Status:** Agenda Ready

**In control:** City Council/Successor Agency to the  
Redevelopment Agency/Public Financing  
AuthorityConcurrent

**Attachments:** [Proposed Resolution - Regarding Organizational Review and Amending List of Excluded Classes Exhibit 1](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

### ORGANIZATIONAL REVIEW OF THE CITY CLERK’S OFFICE AND AMENDMENT TO THE LIST OF CLASSES EXCLUDED FROM THE CLASSIFIED SERVICE

#### RECOMMENDATION

Adopt a resolution amending the list of classes excluded from the Classified Service in accordance with Stockton Municipal Code Section 2.36.060 to include Deputy City Clerk I (Confidential), Deputy City Clerk II (Confidential), Senior Deputy City Clerk (Confidential), and Records Research Specialist (Confidential).

#### Summary

At the request of the City Clerk, Human Resources Staff has conducted an organizational review of all classifications assigned to the Office of the City Clerk. Staff recommendation is to remove the classifications of Deputy City Clerk I (Confidential), Deputy City Clerk II (Confidential), Senior Deputy City Clerk (Confidential), and Records Research Specialist (Confidential) from the classified service in accordance with Section 1400 of the Charter of the City of Stockton.

#### DISCUSSION

##### Background

The City Council shall from time to time establish and amend by resolution, a list of classifications of employees excluded from competitive service. Employees occupying positions in classifications that are subsequently added to this section by resolution, shall retain civil service status in that classification.

Section 1400 of the City Charter sets forth the duties of the City Clerk. According to this section:

“The City Council shall appoint the City Clerk who shall serve at its pleasure. The Clerk shall appoint all other members of the department.”

Although the clerical and administrative classes could have been excluded from the civil service,

when they were created in 2002, the classes were placed in Civil Service. Upon the request of the City Clerk, staff reviewed the appropriateness of the inclusion of the clerical and administrative positions in the classified service. After conducting research regarding the history of section 1400 of the City Charter, staff recommendation is the classifications of Deputy City Clerk I (Confidential), Deputy City Clerk II (Confidential), Senior Deputy City Clerk (Confidential), and Records Research Specialist (Confidential) be removed from Classified Service.

An amendment to the City Charter effective January 1, 1995 changed the authority of the Clerk to the language quoted in the section above, the same amendment gave similar authority to the City Attorney. Prior to the election, the City Clerk only had the authority to appoint assistants and deputies of the department. Historically the employees in the City Attorney's Office have been excluded from civil service and staff recommendation is to treat the members of the City Clerk's Office in a similar manner as the appointing authority given the City Attorney and City Clerk is identical.

Present Situation

In accordance with Section 2.36.060 of the City's Municipal Code, any employees currently holding these classifications will retain classified status in their respective position, but any new employees hired into these classifications will be excluded from Classified Service.

<b>Classification Title</b>	<b>Affected Employees</b>
Deputy City Clerk I	0
Deputy City Clerk II	0
Records Research Specialist (Confidential)	1
Senior Deputy City Clerk	1
<b>Total Employees Affected:</b>	<b>2</b>

FINANCIAL SUMMARY

There is no cost associated with these actions.

Resolution No.

## STOCKTON CITY COUNCIL

---

**RESOLUTION REGARDING ORGANIZATIONAL REVIEW OF THE CITY CLERK'S OFFICE AND AMENDING THE LIST OF CLASSES EXCLUDED FROM THE CLASSIFIED SERVICE IN ACCORDANCE WITH STOCKTON MUNICIPAL CODE SECTION 2.36.060 TO INCLUDE DEPUTY CITY CLERK I (CONFIDENTIAL), DEPUTY CITY CLERK II (CONFIDENTIAL), SENIOR DEPUTY CITY CLERK (CONFIDENTIAL), AND RECORDS RESEARCH SPECIALIST (CONFIDENTIAL)**

It is necessary to amend the list of classes excluded from the Civil Service to include Deputy City Clerk I (Confidential), Deputy City Clerk II (Confidential), Senior Deputy City Clerk (Confidential), and Records Research Specialist (Confidential); now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The list of classes excluded from the Civil Service is hereby amended as provided in Exhibit 1.
2. The City Manager is hereby authorized and directed to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

PASSED, APPROVED, and ADOPTED May 6, 2014.

\_\_\_\_\_  
ANTHONY SILVA, Mayor  
of the City of Stockton

ATTEST:

\_\_\_\_\_  
BONNIE PAIGE,  
City Clerk of the City of Stockton

**LIST OF CLASSES EXCLUDED FROM THE CLASSIFIED SERVICE**  
(Updated ~~December 19, 2013~~ May 6, 2014)

Position	Unit	Reason for Exclusion
<b>I. GENERAL MUNICIPAL CODE EXCLUSIONS</b>		
Elected Officials	None	Municipal Code Exclusion
Appointed Officials	Unrepresented	Municipal Code Exclusion
All Department Heads, including those subsequently created	Unrepresented	Municipal Code Exclusion
Positions on appointive boards, commissions, and committees	None	Municipal Code Exclusion
Positions funded by other governmental agencies or grants	None	Municipal Code Exclusion
Employees of elected officials	Unrepresented	Municipal Code Exclusion
Temporary agency employees	None	Municipal Code Exclusion
Substitute, seasonal, or less than half-time positions	See Note[1]	Municipal Code Exclusion
Consultants	None	Municipal Code Exclusion
Program Aide I/II[2]	None	Municipal Code Exclusion—Grant Funded
Firearms Examiner[3]	Unrepresented	Municipal Code Exclusion—Grant Funded
<b>II. POSITIONS EXCLUDED BY MOU OR CHARTER</b>		
Assistant City Auditor	Unrepresented	Charter exclusion
Audit Assistant I (Confidential)	Unrepresented	Charter exclusion
Audit Assistant II (Confidential)	Unrepresented	Charter exclusion
City Traffic Engineer	Mid-Management	Negotiated exclusion
Community and Cultural Services Superintendent	Mid-Management	Negotiated exclusion
Deputy Chief of Police I	Unrepresented	Charter exclusion
Deputy Chief of Police II	Unrepresented	Charter exclusion
Deputy City Auditor I	Unrepresented	Charter exclusion
Deputy City Auditor II	Unrepresented	Charter exclusion
<b>Deputy City Clerk I (Confidential)</b>	<b>Unrepresented</b>	<b>Charter exclusion</b>
<b>Deputy City Clerk II (Confidential)</b>	<b>Unrepresented</b>	<b>Charter exclusion</b>
Deputy Community Development Director/Building and Life Safety	Mid-Management	Negotiated exclusion
Deputy Community Development Director/Engineering and Transportation Planning	Mid-Management	Negotiated exclusion
Deputy Community Development Director/Planning and Engineering	Mid-Management	Negotiated exclusion
Deputy Director of Community Services-City Library	Mid-Management	Negotiated exclusion
Deputy Director of Community Services-Recreation	Mid-Management	Negotiated exclusion
Deputy Economic Development Director	Mid-Management	Negotiated exclusion
Deputy Fire Chief I	Unrepresented	Charter exclusion
Deputy Fire Chief II	Unrepresented	Charter exclusion
Deputy Housing Director	Mid-Management	Negotiated exclusion

**LIST OF CLASSES EXCLUDED FROM THE CLASSIFIED SERVICE**  
**(Updated ~~December 19, 2013~~ May 6, 2014)**

Position	Unit	Reason for Exclusion
Deputy Municipal Utilities Director/Maintenance and Collection Systems	Mid-Management	Negotiated exclusion
Deputy Municipal Utilities Director/Maintenance and Collection Systems (PE)	Mid-Management	Negotiated exclusion
Deputy Municipal Utilities Director/Stormwater	Mid-Management	Negotiated exclusion
Deputy Municipal Utilities Director/Wastewater	Mid-Management	Negotiated exclusion
Deputy Municipal Utilities Director/Wastewater (PE)	Mid-Management	Negotiated exclusion
Deputy Municipal Utilities Director/Water and Sewer (PE)	Mid-Management	Negotiated exclusion
Deputy Municipal Utilities Director/Water Resources Planning	Mid-Management	Negotiated exclusion
Deputy Public Works Director	Mid-Management	Negotiated exclusion
Deputy Public Works Director (PE)	Mid-Management	Negotiated exclusion
Deputy Public Works Director/City Engineer	Mid-Management	Negotiated exclusion
Deputy Public Works Director/Solid Waste and Building	Mid-Management	Negotiated exclusion
Deputy Redevelopment Director	Mid-Management	Negotiated exclusion
Engineering Services Manager	Mid-Management	Negotiated exclusion
Fleet and Facilities Manager	Mid-Management	Negotiated exclusion
Geographic Information Systems Manager	Mid-Management	Negotiated exclusion
Internal Auditor I (Confidential)	Unrepresented	Charter exclusion
Internal Auditor II (Confidential)	Unrepresented	Charter exclusion
Management Information Systems Manager	Mid-Management	Negotiated exclusion
Parks Manager	Mid-Management	Negotiated exclusion
Planning Manager	Mid-Management	Negotiated exclusion
Principal Civil Engineer	Mid-Management	Negotiated exclusion
Public Information Officer I	Unrepresented	Charter exclusion; reports directly to Mayor
Public Information Officer II	Unrepresented	Charter exclusion; reports directly to Mayor
Purchasing Agent	Mid-Management	Negotiated exclusion
<b>Records Research Specialist (Confidential)</b>	<b>Unrepresented</b>	<b>Charter exclusion</b>
Recreation Superintendent	Mid-Management	Negotiated exclusion
Revenue Officer	Mid-Management	Negotiated exclusion
Senior Deputy City Auditor	Unrepresented	Charter exclusion
<b>Senior Deputy City Clerk (Confidential)</b>	<b>Unrepresented</b>	<b>Charter exclusion</b>
Solid Waste Manager	Mid-Management	Negotiated exclusion
<b>III. POSITION EXCLUDED BY RESOLUTION OF CITY COUNCIL</b>		
Accounting Manager	Unrepresented	Fiduciary responsibility and/or reports directly to a deputy director

Exhibit 1



**LIST OF CLASSES EXCLUDED FROM THE CLASSIFIED SERVICE**  
(Updated ~~December 19, 2013~~ May 6, 2014)

Position	Unit	Reason for Exclusion
Administrative Aide I (Confidential)	Unrepresented	Fiduciary responsibility and/or reports directly to a deputy director
Administrative Aide II (Confidential)	Unrepresented	Fiduciary responsibility and/or reports directly to a deputy director
Administrative Assistant (Confidential)	Unrepresented	Requires independent judgment; reports directly to a department head
Arts Commission Director	Unrepresented	Reports directly to a department head
Assistant City Attorney	Law Department	Fiduciary responsibilities
Assistant City Clerk I	Unrepresented	Reports directly to City Clerk
Assistant City Clerk II	Unrepresented	Reports directly to City Clerk
Assistant City Manager	Unrepresented	Fiduciary responsibilities
Assistant City Traffic Engineer	Supervisory	Reports directly to a deputy director
Assistant Director of Administrative Services	Unrepresented	Fiduciary responsibilities
Assistant Director of Community Development	Unrepresented	Fiduciary responsibilities
Assistant Director of Emergency Services	Unrepresented	Reports directly to City Manager
Assistant Director of Human Resources	Unrepresented	Fiduciary responsibilities
Assistant MUD Director	Unrepresented	Fiduciary responsibilities
Assistant to the City Manager	Unrepresented	Reports directly to City Manager
Budget Analyst I	Supervisory	Fiduciary responsibilities
Budget Analyst II	Supervisory	Fiduciary responsibilities
Budget Analyst I (Confidential)	Unrepresented	Reports directly to City Manager; fiduciary responsibilities
Budget Analyst II (Confidential)	Unrepresented	Reports directly to City Manager; fiduciary responsibilities
Budget Officer	Unrepresented	Reports directly to City Manager; fiduciary responsibilities
Chief Financial Officer	Unrepresented	Fiduciary responsibilities
Chief Plant Operator - Wastewater	Unrepresented	Reports directly to a deputy director
Chief Plant Operator - Water	Unrepresented	Reports directly to a deputy director
Community Relations Officer	Unrepresented	Reports directly to City Manager; fiduciary responsibilities
Computer Operation and Maintenance Supervisor	Supervisory	Reports directly to an assistant director
Contract Compliance Specialist	Unrepresented	Reports directly to a department head
Deputy Building Official	Supervisory	Reports directly to a deputy director
Deputy City Attorney	Law Department	Fiduciary responsibilities
Deputy City Manager I	Unrepresented	Reports directly to City Manager
Deputy City Manager II	Unrepresented	Reports directly to City Manager
Deputy Director of Administrative Services	Unrepresented	Reports directly to a department head
Deputy Director of Human Resources	Unrepresented	Fiduciary responsibilities

**LIST OF CLASSES EXCLUDED FROM THE CLASSIFIED SERVICE**  
(Updated ~~December 19, 2013~~ May 6, 2014)

Position	Unit	Reason for Exclusion
Executive Assistant	Supervisory	Reports directly to a department head
Executive Assistant (Confidential)	Unrepresented	Reports directly to a department head
Executive Assistant (Legal)	Law Department	Reports directly to Assistant City Attorney
Executive Assistant to the City Attorney	Law Department	Reports directly to City Attorney
Executive Assistant to the City Manager	Unrepresented	Reports directly to City Manager
Executive Assistant to the Mayor	Unrepresented	Reports directly to Mayor
Finance Officer	Unrepresented	Reports directly to a department head
Geographic Information Systems Supervisor	Supervisory	Reports directly to a deputy director
Golf Manager	Unrepresented	Reports directly to a department head
Golf Professional	SCEA	Requires specialized professional skills/training
Human Resources Analyst I	Unrepresented	Fiduciary responsibilities
Human Resources Analyst II	Unrepresented	Fiduciary responsibilities
Human Resources Manager/Safety Officer	Unrepresented	Fiduciary responsibilities
Human Resources Program Assistant	Unrepresented	Fiduciary responsibilities
Human Resources Training Coordinator	Unrepresented	Fiduciary responsibilities
Information Technology Officer	Unrepresented	Fiduciary responsibilities
Legal Secretary	Law Department	Fiduciary responsibilities
Liability Claims Investigator I	Law Department	Fiduciary responsibilities
Liability Claims Investigator II	Law Department	Fiduciary responsibilities
Library Division Manager	Supervisory	Reports directly to a deputy director
MUD Finance Officer	Unrepresented	
NetworkSupport Services Supervisory	Supervisory	Reports directly to an assistant director
Parking District Supervisor	Supervisory	Fiduciary responsibilities
Parking Facilities Manager	Unrepresented	Reports directly to a department head
Plant Maintenance Supervisor	Supervisory/MUD	Reports directly to a deputy director
Plant Operations Supervisor	Supervisory/MUD	Reports directly to a deputy director
Principal Administrative Analyst	Unrepresented	Reports directly to City Manager
Principal Economic Development Analyst	Unrepresented	Reports directly to a deputy director
Program Assistant (Confidential)	Unrepresented	Fiduciary responsibilities
Program Manager I	Supervisory	Reports directly to a department head or deputy director
Program Manager II	Supervisory	Reports directly to a department head or deputy director
Program Manager II (Confidential)	Unrepresented	Reports directly to City Manager; fiduciary responsibilities
Program Manager III (Confidential)	Unrepresented	Reports directly to City Manager; fiduciary responsibilities
Risk Analyst I	Unrepresented	Fiduciary responsibilities

**LIST OF CLASSES EXCLUDED FROM THE CLASSIFIED SERVICE**  
(Updated ~~December 19, 2013~~ May 6, 2014)

Position	Unit	Reason for Exclusion
Risk Analyst II	Unrepresented	Fiduciary responsibilities
Risk/Loss Control Officer	Supervisory	Fiduciary responsibilities
Risk/Loss Control Specialist	Unrepresented	Fiduciary responsibilities
Risk Manager	Unrepresented	Fiduciary responsibilities
Senior Administrative Assistant	Unrepresented	Reports directly to a department head or deputy director
Senior Budget Analyst	Unrepresented	Fiduciary responsibilities
Senior Economic Development Analyst	Supervisory	Reports directly to a department head or deputy director
Senior Economic Development Analyst (Confidential)	Unrepresented	Reports directly to a department head or deputy director
Senior Human Resources Analyst	Unrepresented	Fiduciary responsibilities
Senior Legal Secretary	Law Department	Fiduciary responsibilities
Senior Planner	Supervisory	Reports directly to a deputy director
Sports Commission Director	Unrepresented	Requires specialized professional skills/training
Supervising Deputy City Clerk/Operations	Unrepresented	Reports directly to City Clerk, <b>Charter exclusion</b>
Supervising Deputy City Clerk/Records	Unrepresented	Reports directly to City Clerk, <b>Charter exclusion</b>
Supervising Human Resources Analyst	Unrepresented	Fiduciary responsibilities
Technical Services Supervisor	Supervisory/MUD	Responsible for developing and implementing goals and objectives; reports directly to a deputy director
Technology Systems Supervisor	Supervisory	Reports directly to an assistant director
Youth Outreach Coordinator	Unrepresented	Fiduciary responsibilities
Youth Outreach Worker	Unrepresented	Fiduciary responsibilities

[1] Parking Attendants are represented by Operating Engineers Local Union 3; all other part-time employees are unrepresented

[2] [Grant Funded Position](#)

[3] [Grant Funded Position](#)



# City of Stockton

## Legislation Details (With Text)

File #: 14-0374 Version: 1  
 Type: Consent Status: Agenda Ready  
 In control: City Council/Successor Agency to the  
 Redevelopment Agency/Public Financing  
 AuthorityConcurrent

Attachments: [Attachment A - Vicinity Map - Installation of EVP](#)  
[Attachment B - Amendment to Professional Services Master Contract with Kimley-Horn and](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

APPROVE AMENDMENT TO PROFESSIONAL SERVICES MASTER CONTRACT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR DESIGN OF THE INSTALLATION OF EMERGENCY VEHICLE PREEMPTION AT VARIOUS LOCATIONS (PROJECT NO. 12-11/FEDERAL PROJECT NO. HSIPL-5008(125))

### RECOMMENDATION

It is recommended that the City Council approve a motion authorizing the City Manager to execute an Amendment to Professional Services Master Contract with Kimley-Horn and Associates, Inc., in amount of \$75,000, for design of the Installation of Emergency Vehicle Preemption (EVP) at Various Locations (Project No. 12-11/Federal Project No. HSIPL-5008(125)). It is further recommended that the motion authorize the City Manager to take appropriate actions to carry out the purpose and intent of this motion.

### Summary

The Highway Safety Improvement Program (HSIP) is a federal program that funds 90 percent of safety related project costs. A 10 percent local match is required. Staff submitted seven applications under Cycle 5 of the HSIP, of which four were approved. The Installation of EVP at Various Locations was one of the four projects approved for funding. The Installation of EVP at Various Locations provides priority to emergency vehicles at signalized intersections, allowing them to get through the traffic signals more quickly. The project will also upgrade traffic signal equipment to current standards at some of the locations. The locations were selected based on collision history and are shown on Attachment A - Vicinity Map.

The proposed motion will amend the Professional Services Master Contract with Kimley-Horn and Associates, Inc. of Oakland, CA, in the amount of \$75,000, for design services. It is anticipated that the design and environmental clearance for this project will be completed by the third quarter of 2015.

### DISCUSSION

#### Background

The HSIP is a core program under the federal transportation legislation, MAP-21. The program is intended to reduce the frequency and severity of collisions by correcting hazardous roadway locations. The program will fund up to 90 percent of total project costs, up to a maximum of \$900,000 per project, with a maximum limit of \$2 million total per agency. A local match of 10 percent is required. Local agencies are invited to compete for the available funding on a statewide basis.

On June 26, 2012, Council approved Motion No. 2012-06-26-1205 authorizing the submission of seven grant applications for funding under Cycle 5 of the HSIP. Four of the seven applications were ultimately approved for funding. The Installation of EVP at Various Locations was one of the four approved projects.

The Installation of EVP at Various Locations (Project No. 12-11/Federal Project No. HSIPL-5008 (125)) provides priority to emergency vehicles at signalized intersections, allowing them to get through the traffic signals more quickly. The project will also upgrade traffic signal equipment to current standards at some of the locations. The locations were selected based on collision history and are shown on Attachment A - Vicinity Map.

In June 2013, the City received authorization from Caltrans to proceed with the preliminary engineering for this project.

### Present Situation

On July 13, 2010 (Resolution No. 10-0242), Council approved Professional Services Master Contracts for design, geotechnical, testing, plan review, and survey services with a variety of firms which make up a "Vendor Pool List". The contracts last for a period of five years, and are set to expire on June 30, 2015. Firms provide services as needed to accommodate the City's aggressive project delivery schedules. The scope of services and fees are negotiated on a project specific basis. If the negotiated fee for a particular project exceeds Charter limits, a contract amendment is submitted to Council for consideration.

Staff requested proposals for design services from the seven engineering firms on the vendor pool list that are qualified to provide the specialized traffic engineering design services for this project. The seven firms were: TJKM Transportation Consultants (Pleasanton), Fehr & Peers (Roseville), KD Anderson and Associates (Loomis), RBF Consulting (Sacramento), DKS Associates (Oakland), Stantec Consulting Services, Inc. (Walnut Creek), and Kimley-Horn and Associates, Inc. (Oakland). Two of the firms, Fehr & Peers and RBF Consulting, did not submit a proposal.

A Selection Committee comprised of Public Works' staff reviewed and ranked all submitted proposals based on a number of weighed factors, such as: relevant project experience, project staff expertise, project work plan and management approach, and ability to meet schedule and budget commitments. Kimley-Horn and Associates, Inc. was the highest ranked firm and was selected to provide design services for the project. Kimley-Horn and Associates, Inc.'s fee proposal for this project is \$75,000, which is approximately 13.0 percent of the estimated construction cost. Staff considers this fee to be reasonable.

Since the project is funded with federal transportation dollars, Disadvantaged Business Enterprise (DBE) program rules apply. DBE rules require that the consultants either meet a calculated project specific DBE participation goal, or undertake and document good faith efforts to do so. Failure to

meet the goal or make adequate good faith efforts are grounds for rejecting a consultant's proposal. By definition, a DBE is a socially and economically disadvantaged small business owned by a woman or by a specified ethnic group that has been properly certified by Caltrans. These groups include:

- African American
- Asian Pacific American
- Native American
- Women
- Hispanic American
- Subcontinent Asian American

The calculated DBE goal for the Installation of EVP at Various Locations project is 4.17 percent. The goal was calculated by examining the breakdown of the types of work to be performed, and the availability of certified DBE companies in our market area to perform the work. Kimley-Horn and Associates, Inc. has exceeded the DBE goal of 4.17 percent with their proposed DBE participation of 4.67 percent. Staff recommends Council approve a motion authorizing the City Manager to execute an Amendment to Professional Services Master Contract with Kimley-Horn and Associates, Inc., in amount of \$75,000, for design of the Installation of EVP at Various Locations (Attachment B). It is anticipated that the design and environmental clearance for this project will be completed by the third quarter of 2015.

#### FINANCIAL SUMMARY

Federal and Measure K matching fund for the project was appropriated by Council as part of the approved 2013-2018 Capital Improvement Program. The following account was created:

Emergency Vehicle Pre-emption (EVP)  
Account No. 308-3020-640, PW1211

No further appropriations are required at this time.

The City Manager is authorized to award the design contract and to record any financial transactions necessary to accomplish the purpose and intent of the motion. Remaining account funds will be used for contingencies, change orders, staff costs, and future construction.

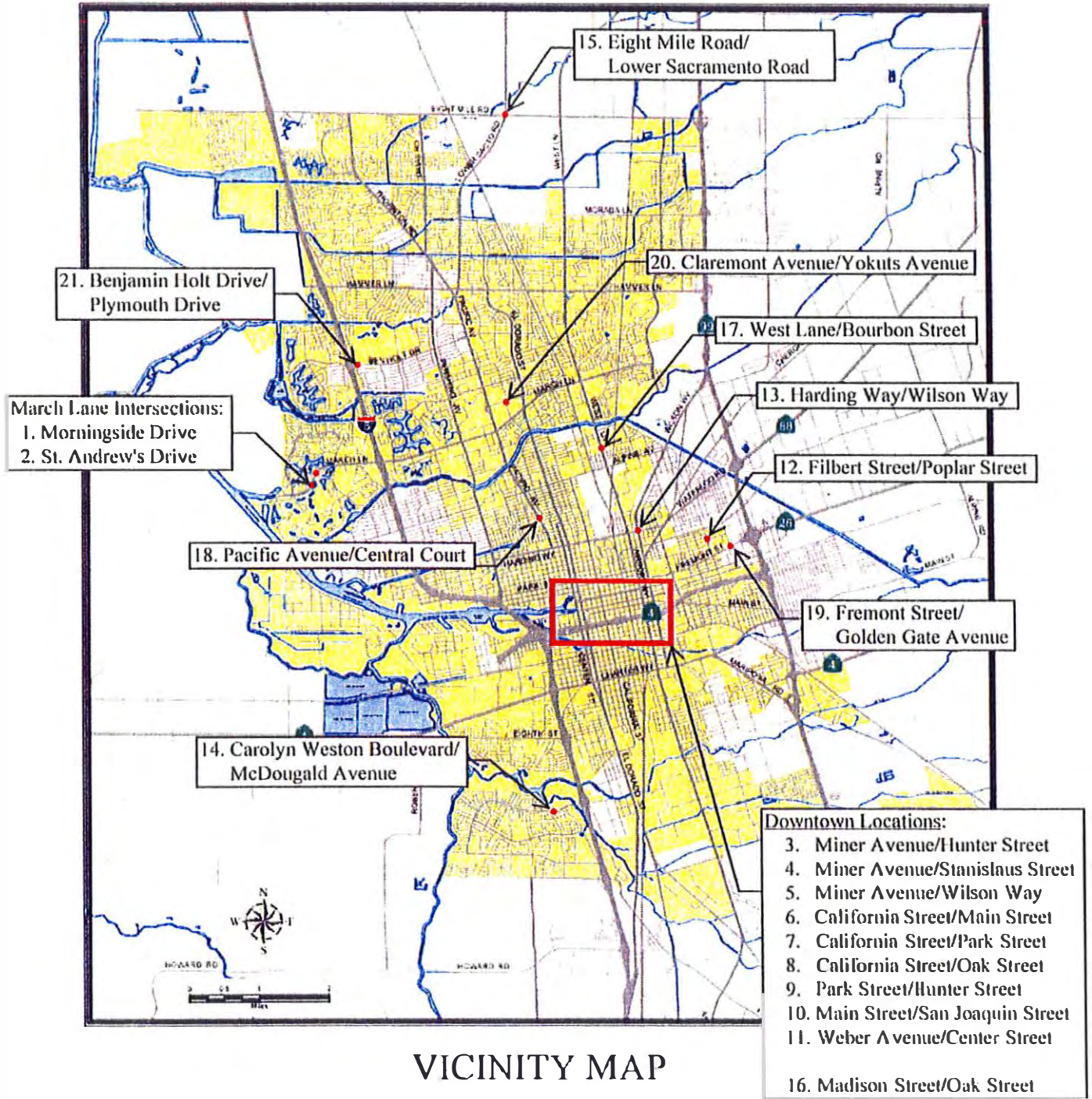
There is no impact to the City's General Fund or to any other unrestricted fund as a result of taking the recommended actions.

Attachment A - Vicinity Map

Attachment B - Amendment to Professional Services Master Contract with Kimley-Horn and Associates, Inc.



# Emergency Vehicle Preemption System





**AMENDMENT TO PROFESSIONAL  
SERVICES MASTER CONTRACT  
WITH KIMLEY-HORN AND ASSOCIATES, INC.**

This Amendment to Professional Services Master Contract for design services is made and entered into on \_\_\_\_\_, by and between the City of Stockton, a municipal corporation, hereinafter referred to as "CITY," KIMLEY-HORN AND ASSOCIATES, INC., hereinafter referred to as "FIRM," to provide CITY with design services for the INSTALLATION OF EMERGENCY VEHICLE PREEMPTION (EVP) AT VARIOUS LOCATIONS (PROJECT NO. 12-11, FEDERAL PROJECT NO. HSIPL-5008(125)), hereinafter referred to as "PROJECT."

**WITNESSETH:**

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

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

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

2. Section 2—COMPENSATION. Compensation is hereby amended (\$75,000) to include Exhibit "A," attached hereto and by reference made a part hereof. Compensation shall be paid no more frequently than once per month on a time and materials basis for work completed.

3. Section 3—SCHEDULE FOR COMPLETION. Services under this amendment will be performed during the period of June 2014 through June 2015, unless otherwise approved in writing.

Amendment – KIMLEY-HORN AND ASSOCIATES, INC. – PROJECT NO. 12-11,  
FEDERAL PROJECT NO. CML-5008 (125)

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

5. Section 14—FEDERAL PROVISIONS. FIRM shall comply with the Federal Aid Consultant Contract Provisions which are attached hereto as Exhibit "C" and incorporated herein by this reference.

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

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

ATTEST:

CITY


\_\_\_\_\_  
BONNIE PAIGE  
City Clerk of the City of Stockton

By: \_\_\_\_\_  
KURT O. WILSON  
CITY MANAGER

By: \_\_\_\_\_

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

By: \_\_\_\_\_  
Deputy City Attorney

By:   
FIRM *Kimley-Horn*  
Title: *Vice President*

:::ODMA\GRPWISE\ICOS.PW.PW\_Library:213612.1



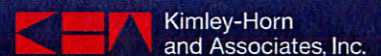


Installation of  
**Emergency Vehicle Pre-Emption**  
at Various Locations

Prepared for:



Prepared by:





# Installation of Emergency Vehicle Pre-Emption at Various Locations

December 11, 2013

Mr. Parviz Chitsazan  
Associate Civil Engineer  
City of Stockton – Public Works Department  
22 E. Weber Avenue, Room 301  
Stockton, CA 95202

1300 Clay Street  
Suite 325  
Oakland, CA  
94612  
TEL 510-625-0712

**RE: Proposal for Professional Consultant Services to Design the Installation of Emergency Vehicle Pre-Emption at Various Locations (Project No. 12-11, Federal Project No. 5008(125))**

Dear Mr. Chitsazan and Members of the Selection Committee:

As part of the expansion of the City's implementation of emergency vehicle pre-emption (EVP), the City has been awarded grant funding under the Highway Safety Improvement Program (HSIP). The grant funding will lead to the installation of EVP and other traffic signal improvements at various locations throughout the City. As part of the project, the City is seeking a highly qualified consultant to design the installation of the EVP elements, as well as related traffic signal improvements. **Kimley-Horn** is that highly qualified consultant. We have a solid and unmatched technical understanding of the project and an abundance of recent EVP and traffic signal improvement design experience in the City. We offer the City the following benefits of our team:

***We know the City of Stockton.*** Working side-by-side with the City on two BRT phases, as well as several other traffic signal designs and the Wilson Way Traffic Adaptive project, has provided us with a deep technical understanding and proven approach to effectively and efficiently manage and complete designs for the City. We are very familiar with the City's standards and specifications, particularly the EVP elements, and we are well versed in the design and integration of field elements as part of the City's Traffic Management System.

***We have your overall goals in mind and our team will help you achieve them.*** We have already completed preliminary field work at many of the project locations and have developed an excellent understanding of what is required to complete this project on budget and on time. Our Work Plan section (Tab 1) further elaborates on our knowledge of the area and demonstrates our ability to get started immediately. We understand your submittal requirements, as well as the requirements that are associated with federal, state, and locally funded projects and have a proven successful track record of meeting those requirements.

***Solid Project Management and Team Expertise.*** Our proposed project manager, **Kevin Aguigui, C.E., E.E., CSEP**, has served the City of Stockton for over 15 years and has always placed the City as a client with the highest priority for responsiveness and quality. He knows the City's ITS and Traffic Signal System inside out and has provided detailed support during both the design and construction stages of all the projects he has worked on with the City. He is supported by other Kimley-Horn staff who also have extensive knowledge and understanding of the City's design, installation and integration standards. We know that aside from the technical aspects of the design, a proactive approach to securing the NEPA and CEQA approvals and eventually the timely approval for construction is very important to securing the funds and delivering the project successfully. Kevin will be the City's main point of contact and will be involved with all facets of the project. The City can rely on technically sound and responsive service from Kevin and our entire project team.

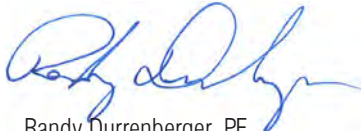
# Installation of Emergency Vehicle Pre-Emption at Various Locations

**Federally Funded Projects.** Throughout Kimley-Horn's 46-year history, we have worked on hundreds of projects involving federal funding, so we are familiar with the various requirements of these types of projects. We can provide the City the necessary guidance to help ensure that federal requirements are met and your project stays on track.

We look forward to continuing our working relationship with the City of Stockton, and we thank you for the opportunity to submit our proposal for your consideration. I am authorized to negotiate a contract on behalf of Kimley-Horn and Associates, Inc.

Sincerely,

**KIMLEY-HORN AND ASSOCIATES, INC.**



Randy Durrenberger, P.E.  
Principal-in-Charge



Kevin Aguigui, C.E., E.E., CSEP  
Project Manager



Installation of  
**Emergency Vehicle Pre-Emption**  
at Various Locations

## Table of Contents

1. Work Plan
2. Project Schedule and Deadlines
- 3. Staffing Plan**
4. References

Cost Proposal and Local Assistance Procedures Manual Forms (separate sealed envelope)

# Installation of Emergency Vehicle Pre-Emption at Various Locations

## I. Work Plan

### PROJECT UNDERSTANDING

The City of Stockton is seeking to implement Emergency Vehicle Pre-emption (EVP) and other traffic signal improvements at 21 locations throughout the City including the downtown area. The goal is to design EVP elements and other improvements that will provide additional traffic monitoring capabilities including new controllers and/or cabinets, new pan-tilt-zoom (PTZ) video cameras, and new fiber optic connections (new fiber cable connections will need to be installed by contractors approved by AT&T).

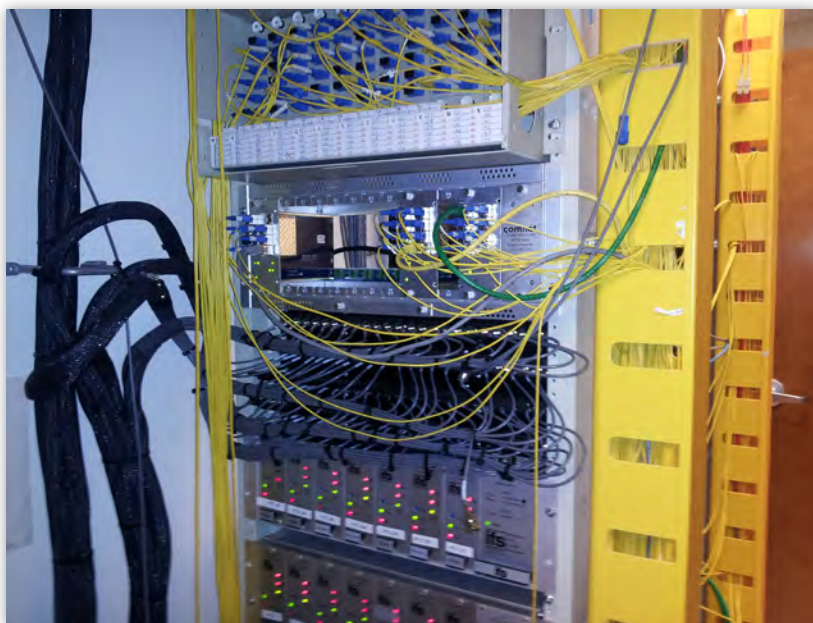
**We are very familiar with the City's EVP system** including the EVP field units (Opticom 764 multimode phase selector, 721 detectors and the Central Management System), traffic signal controllers (Model 2070 with SEPAC software), communications system (ComNet switches), and fiber connections.

Communications for the traffic signal controllers, EVP units, and City video cameras will utilize the City's existing fiber-optic network linking to the City's equipment room at City Hall. From there, the controller data and video camera feeds are routed to the City's Traffic Management Center (TMC).

Kimley-Horn recently assisted the City in the installation and integration of the Opticom Central Management System (CMS) including the field integration and testing of a select few phase selectors. We are very knowledgeable of the City's network arrangement and configuration items and we will utilize this knowledge to ensure that the new phase selectors are integrated and function properly.

The funding for the project has been allocated through a grant from the Congestion Mitigation and Air Quality Improvement Program (CMAQ). Coordination with the Caltrans Local Assistance office will be necessary for grant compliance as part of the NEPA approvals process and for securing the E-76 for construction. The City has already submitted a Preliminary Environmental Study (PES), and is awaiting the determination of additional studies that may be required for the project. Once the PES is approved, the City will seek to obtain an E76 Authorization to Proceed with construction through the submittal of a Request for Authorization (RFA).

The project involves the City of Stockton and Caltrans with each of these agencies having ownership of some of the project locations. The project area with all of the existing intersection features and ownership is shown in the exhibit on the following page.

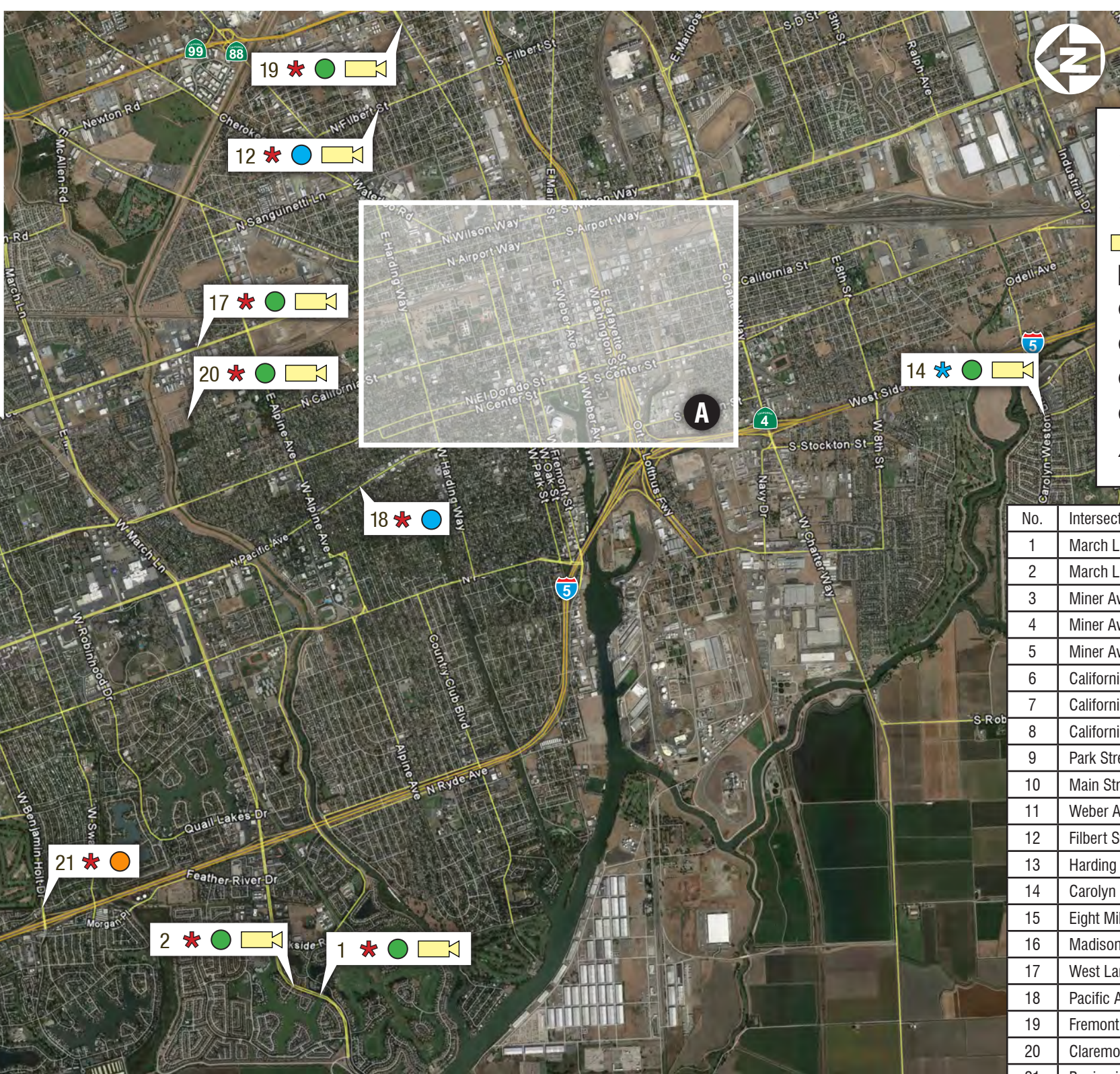
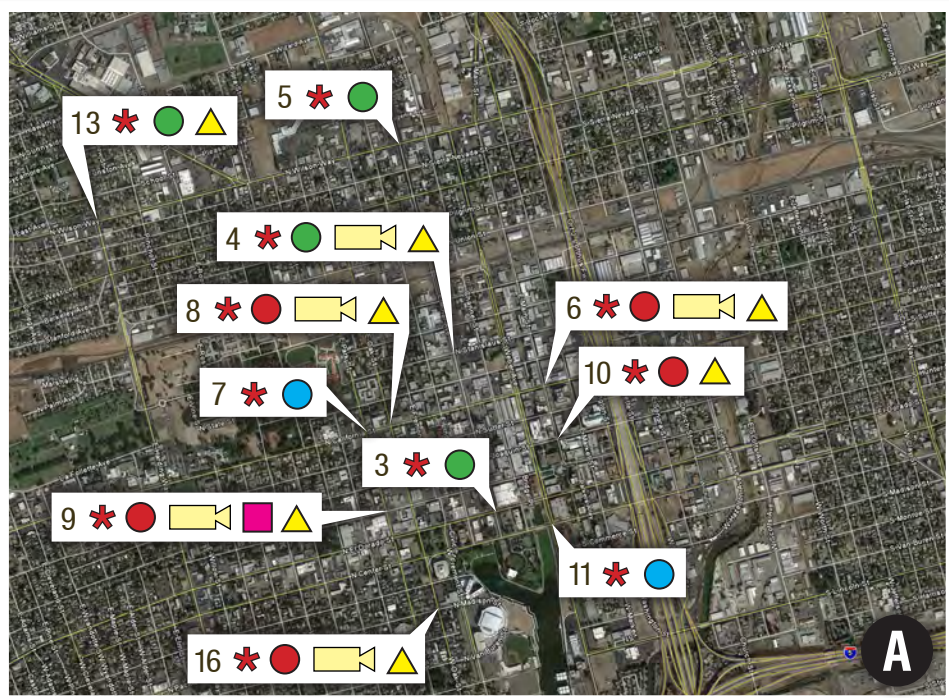




# Installation of Emergency Vehicle Pre-Emption at Various Locations

at Various Locations

## Project Locations



**LEGEND**

- ★ Install Optical Detectors and Cabling
- ★ Upgrade Optical Detectors
- Install PTZ Camera
- Upgrade Service Meter
- Existing P Cabinet
- Existing M Cabinet
- Existing G Cabinet
- Existing 332 Cabinet
- ▲ Upgrade Cabinet and Foundation

No.	Intersection
1	March Lane and Morningside Drive
2	March Lane and St. Andrew's Drive
3	Miner Avenue and Hunter Street
4	Miner Avenue and Stanislaus Street
5	Miner Avenue and Wilson Way
6	California Street and Main Street
7	California Street and Park Street
8	California Street and Oak Street
9	Park Street and Hunter Street
10	Main Street and San Joaquin Street
11	Weber Avenue and Center Street
12	Filbert Street and Poplar Street
13	Harding Way and Wilson Way
14	Carolyn Weston Blvd and McDougald Avenue
15	Eight Mile Road and Lower Sacramento Road
16	Madison Street and Oak Street
17	West Lane and Bourbon Street
18	Pacific Avenue and Central Court
19	Fremont Street and Golden Gate Avenue
20	Claremont Avenue and Yokuts Avenue
21	Benjamin Holt Drive and Plymouth Drive



# Installation of Emergency Vehicle Pre-Emption at Various Locations

The City of Stockton is seeking a professional engineering consultant to complete the following items of work for the implementation of the project:

- **Background research**
- **Preparation of Plans, Specifications, and Estimates (PS&E)** for use in constructing traffic signal modifications to include emergency vehicle preemption, new traffic controllers (if required), new traffic cabinets (if necessary), new CCTV cameras, and fiber optic communications.
- **Environmental Clearance** requirements, including NEPA and CEQA approvals with the potential for additional NEPA studies including the potential of a Noise Analysis.
- **Coordination with Caltrans** to finalize the design; obtain a Caltrans Encroachment Permit, and work with AT&T for fiber optic communications service for the cameras (if required).
- **Design support services** to answer questions during the bidding and construction phases, review contractor submittals, respond to requests for information, issue addenda, review contract change orders and prepare the record drawings. In addition, under this task, Kimley-Horn will integrate the new Opticom phase selectors into the City's new Opticom Central Management System.

***An overview of the flow of tasks we anticipate in the project is shown in the Scope of Work, later in this section.***

### *Preliminary Field Assessment*

We have conducted a preliminary field assessment of the project intersections to determine what improvements are necessary to accomplish the City's goal of implementing EVP and other traffic signal improvements at the 21 locations throughout the City. The field review included collecting information on the number of approaches that will need optical detectors as well as a general assessment of the type and condition of existing traffic signal equipment. Table 1 on page 6 provides a summary of the data collected.

**Of the 21 intersections, 20 intersections do not have existing EVP equipment** and will require optical detectors, cabling, and phase selectors for EVP operation. The intersection of Carolyn Weston Boulevard and McDougald Avenue has existing EVP equipment which we recommend updating by replacing the optical detectors using the existing mounts, reusing the existing cabling, and replacing the existing phase selector with a new multimode unit.

**There are five locations with existing Type G controller cabinets.** These cabinets require customized harnesses to accept EVP phase selectors. Replacing these cabinets with new Type M controller cabinets will provide standard installations of EVP equipment at all 21 project intersections. The use of standard rack installations, instead of proprietary or customized options, will be extremely valuable from a maintenance perspective.

**Of the 21 intersections, 13 intersections do not have traffic monitoring cameras.** We recommend installing new PTZ cameras at these locations as well as video transceivers to provide the City with real-time video feeds from these intersections.

Based on our preliminary field investigations, we have assumed that no civil or ADA curb ramp construction is necessary at the project intersections.

# Installation of Emergency Vehicle Pre-Emption at Various Locations

## *Environmental Clearance*

We understand that the City has submitted the Preliminary Environmental Study (PES) and is waiting for approval by Local Assistance. The requirement for technical studies, if any, will be determined by Caltrans District 10 Local Assistance staff following their review of the PES submittal. In the event that noise, air quality, or other technical studies are required by Caltrans, we have structured our scope and approach to be able to accommodate these additional studies in a seamless manner with the City just as we have done for the other projects, as well as the most recent Wilson Way Traffic Adaptive project.

## *Permits*

It is our understanding that there is at least one location that will require a Caltrans Encroachment Permit for the installation of the EVP elements at the intersection of Benjamin Holt Drive and Plymouth Avenue. We fully understand Caltrans' expectations and will secure an encroachment permit in similar fashion as we have done in the past.

## *EVP Functionality*

EVP will operate at the City traffic signals using the high priority functionality included with the EVP optical detectors and phase selectors (GTT Opticom). We understand that the EVP functionality will be implemented at each of the intersections through the installation of new chassis and/or multimode phase selector cards depending on the cabinet type. If necessary, the existing traffic controllers will be replaced with Model 2070 controllers along with auxiliary panels to implement green sense monitoring of the traffic signal phases.



# Installation of Emergency Vehicle Pre-Emption at Various Locations

**Table 1: Existing Field Equipment Summary and Recommended Improvements**

No.	Intersection	Owner	No. of Approaches	Cabinet Type	Cabinet Condition	Service Type	Existing EVP?	Existing PTZ?	New Cabinet?	New PTZ?
1	March Lane and Morningside Drive	City	3	P	good	Type III	No	No	No	Yes
2	March Lane and St. Andrews Drive	City	3	P	good	Type III	No	No	No	Yes
3	Miner Avenue and Hunter Street	City	4	P	good	Type III	No	Yes	No	--
4	Miner Avenue and Stanislaus Street	City	4	P	ok, low foundation	Type III	No	No	Yes, new foundation	Yes
5	Miner Avenue and Wilson Way	City	4	P	good	Type III	No	Yes	No	--
6	California Street and Main Street	City	3	G	ok	Type III	No	No	Yes	Yes
7	California Street and Park Street	City	3	M	good	Type III	No	Yes	No	--
8	California Street and Oak Street	City	3	G	old	Type III	No	No	Yes	Yes
9	Park Street and Hunter Street	City	3	G	old	Type II	No	No	Yes	Yes
10	Main Street and San Joaquin Street	City	3	G	ok	Type III	No	Yes	Yes	--
11	Weber Avenue and Center Street	City	3	M	good	Type III	No	Yes	No	--
12	Filbert Street and Poplar Street	City	3	M	old	Type III	No	No	No	Yes
13	Harding Way and Wilson Way	City	4	P	ok, low foundation	Type III	No	Yes	Yes, new foundation	--
14	Carolyn Weston Blvd and McDougald Avenue	City	4	P	good	Type III	Yes	No	No	Yes
15	Eight Mile Road and Lower Sacramento Road	City	4	332	good	Type III	No	No	No	Yes
16	Madison Street and Oak Street	City	3	G	ok	Type III	No	No	Yes	Yes
17	West Lane and Bourbon Street	City	3	P	ok	Type III	No	No	No	Yes
18	Pacific Avenue and Central Court	City	4	M	good	Type III	No	Yes	No	--
19	Fremont Street and Golden Gate Avenue	City	3	P	ok	Type III	No	No	No	Yes
20	Claremont Avenue and Yokuts Avenue	City	4	P	good	Type III	No	No	No	Yes
21	Benjamin Holt Drive and Plymouth Drive	Caltrans	4	332	good	Type III	No	Yes	No	--

# Installation of Emergency Vehicle Pre-Emption at Various Locations

## *Controller Firmware*

While not fully determined, we have assumed that the SEPAC firmware will be deployed with the project where it is not currently installed. Regardless of which firmware the City selects (D4 or SEPAC), we have assumed that the City will convert all of the existing controller databases into whatever format the City elects to deploy for new traffic controllers. We will assist the City in the configuration of the controllers for EVP operations.

## *EVP Equipment and Parameters*

There are existing detectors at one of the project intersections. The other intersections will require new optical detectors, and all intersections will require auxiliary interface panels to be compatible with the multimode phase selectors. We will gather detailed information for the EVP equipment design including where to install each of the detectors given the locations of existing traffic signal poles and mast arms at each intersection.

The design and placement of new EVP detectors is critical to achieving the desired operations. This includes ensuring that good line of sight and angle of detection is achieved for emergency responders. This will be critical during our field work and design. New signal poles will be included if it will significantly improve the EVP operations by providing adequate line of sight.

Since Kimley-Horn installed the Opticom Central Monitoring System (CMS) for the City, our designs will ensure that all of the new EVP equipment will be connected to this system for real-time monitoring, logging and error reporting, and also to configure the phase selectors as needed for any changes to the operations at the intersections.

## *Communication System*

**Our proposed staff has intimate knowledge and experience with the City's fiber-optic network.**

We know the specific connections between field traffic controllers and the central system. We also know that the City uses AT&T to maintain the fiber-optic communications network and that they are the only company allowed access to the fiber for new and modified splicing and connections.



The City utilizes a network switch vendor, ComNet that is able to use a single fiber strand for two-way communications with another network switch (i.e., one strand for both transmit and receive using wave division multiplexing (WDM)) to separate the transmit and receive streams on a single strand of fiber.

At the City's TMC, we will design the appropriate connections for the new CCTV cameras and the IP addressing for the EVP units. We also are knowledgeable about the specific fiber connections within each of the controller cabinets including the local fiber strands and their assignments (video or data).

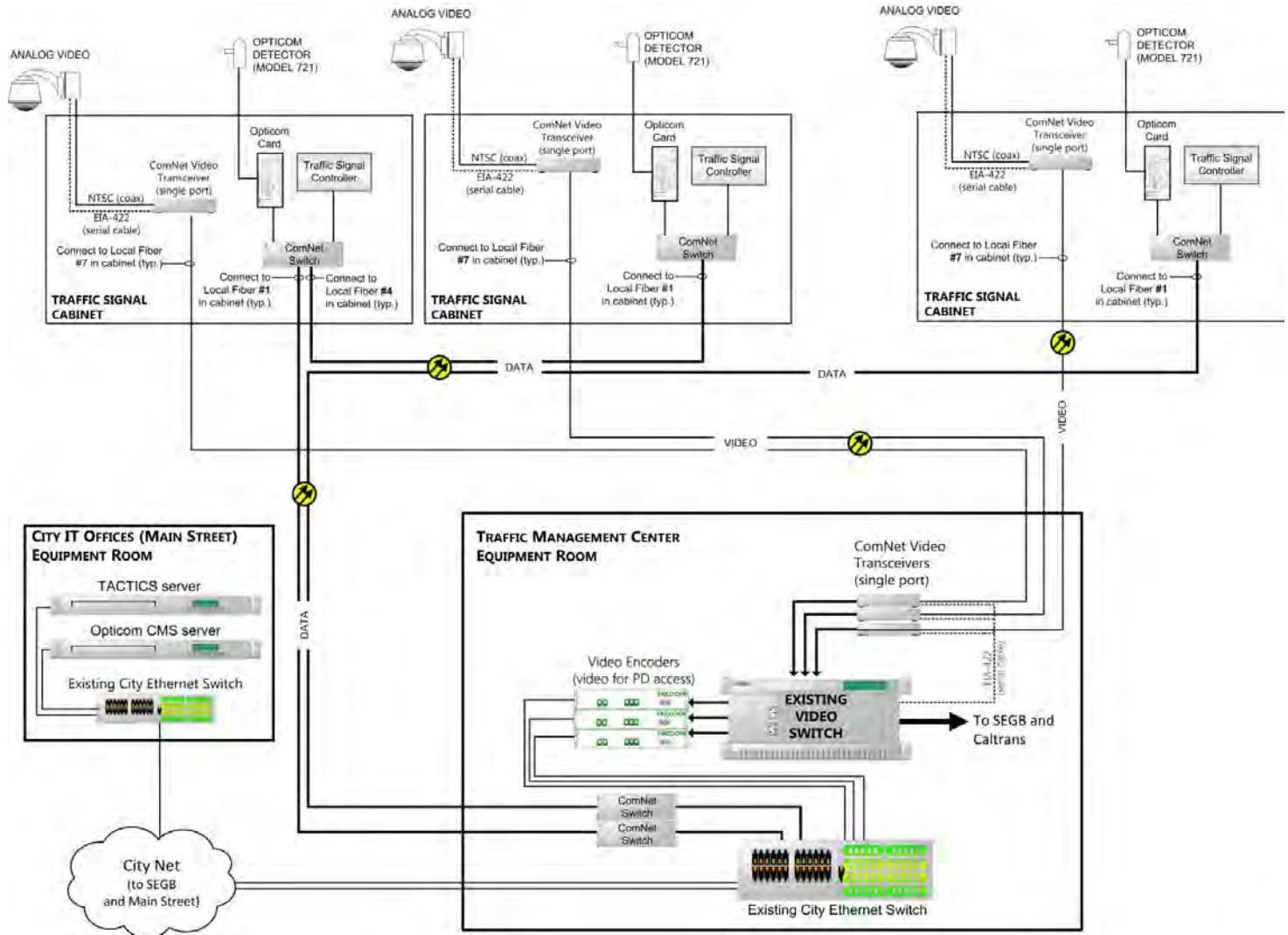
The City's traffic signal system server and CMS server are located in the City offices on Main Street. The network connection from the field, the SEGB and the City staff offices to these servers are already established. The design will need to include the specific connections and addressing to connect the new EVP units over the fiber communications network.



# Installation of Emergency Vehicle Pre-Emption at Various Locations

Figure A below illustrates the overall system diagram for the video system including the specific local fiber and TMC connections. Figure B, on the following page illustrates the specific data connections for the traffic signal controllers and EVP phase selectors in the controller cabinets.

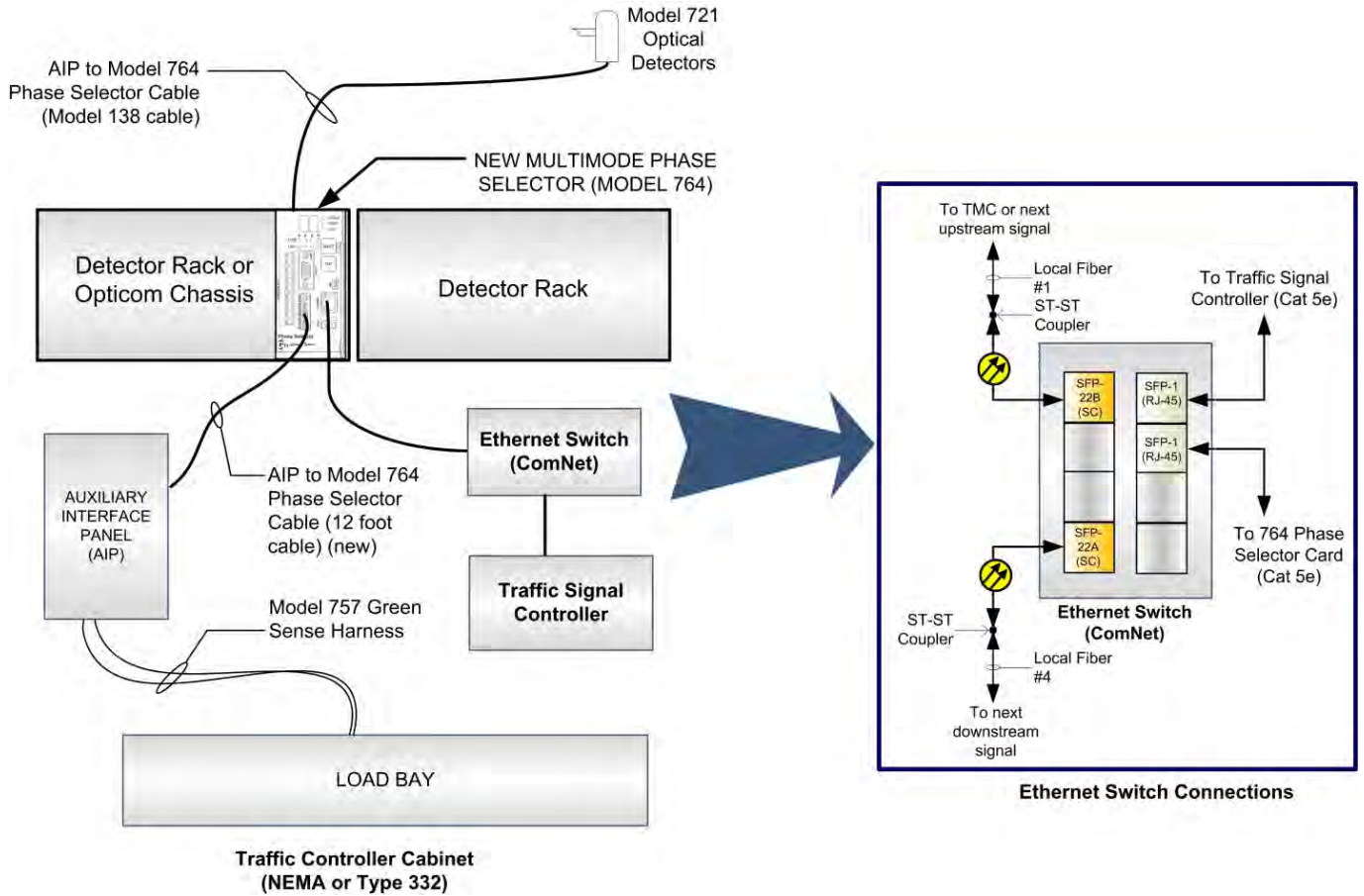
Figure A



# Installation of Emergency Vehicle Pre-Emption at Various Locations

at Various Locations

Figure B



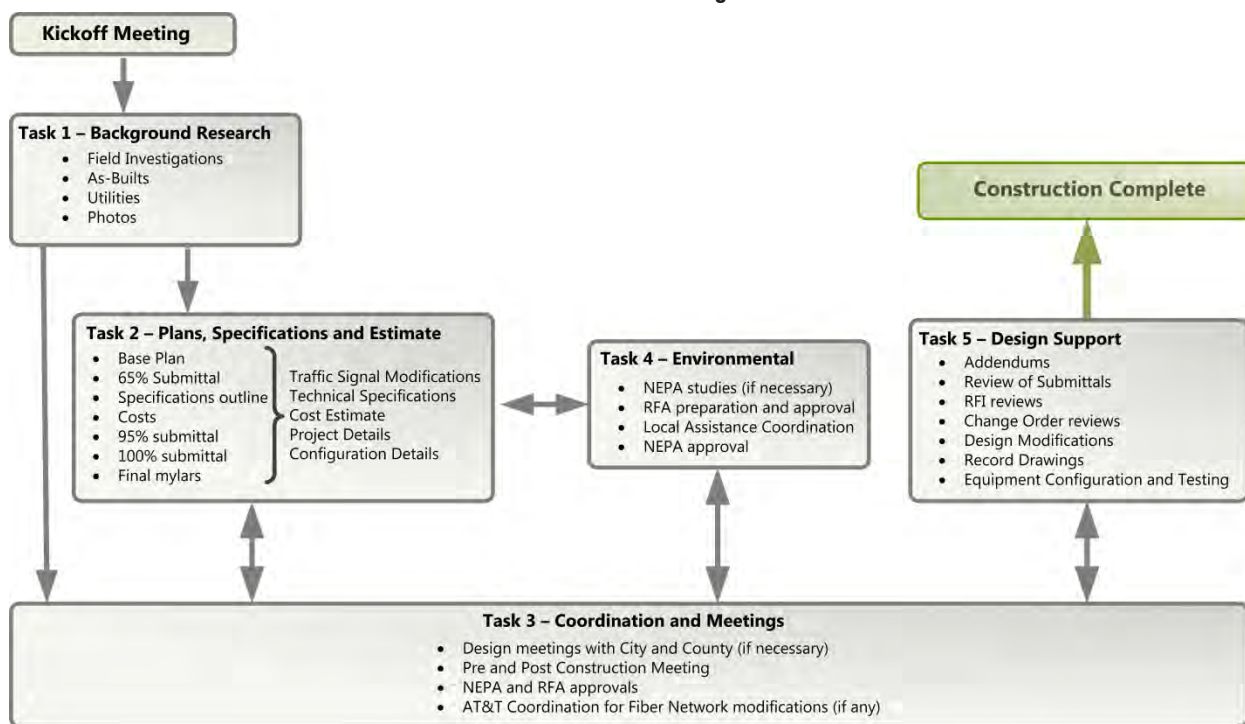


# Installation of Emergency Vehicle Pre-Emption at Various Locations

## SCOPE OF WORK

We have prepared our detailed scope very carefully based on our experience and lessons learned from other recent similar projects that Kimley-Horn has conducted for the City. We have learned many specific lessons regarding EVP details, working directly with Caltrans Local Assistance, working through issues raised during construction and detailed configuration, integration, and testing of the new EVP units. We have always made it our first priority to support and assist the City throughout the design and construction process, providing responsive services to address any and all issues as they arise. Because of our extensive experience with and intimate knowledge of the City's Traffic Management System combined with our approach and diligence to ensure the success of each and every City project that we are providing professional services for, we are in a very good position to make this project more seamless and efficient and ultimately a very successful project. Based on our experience, we have prepared a detailed scope of work which is summarized in the Work Flow Diagram shown below.

### Work Flow Diagram



Outlined below are the detailed descriptions of the tasks in our proposed Scope of Work.

#### *Task 1: Background Research*

Kimley-Horn will conduct background research which will include the review of readily available relevant project documents and design standards, compiling aerial photographs, public utility system maps, as-built traffic signal plans, and details for use in the project's detailed design. We will also submit utility information request letters to privately owned utility companies with facilities in the public right-of-way that may be affected as a result of the project.

# Installation of Emergency Vehicle Pre-Emption at Various Locations

We will coordinate with City and Caltrans staff to obtain the requested information and current contact lists for private utility companies. In addition, we will gather required design details and requirements from Caltrans in order to secure an encroachment permit for the proposed EVP improvements at the Caltrans intersection.

Field reviews will be completed during the data gathering phase of the project to access as-built and record information provided by the City, Caltrans, and utility companies. Kimley-Horn will drive and walk the project corridor to observe existing traffic conditions, gather detailed information on existing equipment, gather existing lane configurations, signal phasing, posted speed limits, existing bus stops and routes, and visible utilities (above and below ground).

We will conduct checks on the viability of existing conduits to handle the installation of new EVP cables, and make determinations on where new conduit is likely needed to accommodate the new EVP detectors.

We will review and log existing traffic signal equipment, including signal control equipment, existing pre-emption detectors/phase selectors, underground conduit sizes and available capacity (where accessible), cabinet detector racks, shelf space for installation of new EVP chassis and capacity, and fiber optic communications.

We will work closely with City traffic engineers to **document in detail the specific fiber optic connections in each controller cabinet** by first conducting a field walkthrough and noting all of the fiber connections, particularly those locations where the existing fiber connections are different than the typical fiber optic arrangement (i.e., at fiber hub locations).

A project photo log will be prepared through each project intersection for use during project design. The photo log will be submitted on CD to City staff. Much of this effort is readily available and we will start this process with this information.



We will work with the City to determine the operability and desired detection ranges for the new optical detectors at the project intersections. We will use this information to determine the optimal placement of EVP detectors on existing signal poles or mast arms, or whether new signal poles are necessary.

We will prepare a set of recommendations for the proposed traffic signal improvements including new PTZ cameras, new signal poles (if necessary), traffic controllers and cabinets.

#### Task 1 Deliverables:

- Photo log of project intersections
- Log of existing traffic signal and EVP equipment
- Copies of information request letters to private utilities
- Updated set of Traffic Signal Improvement Recommendations

# Installation of Emergency Vehicle Pre-Emption at Various Locations

## *Task 2: Plans, Specifications, and Estimates (PS&E)*

Kimley-Horn will develop the Plans, Specifications, and Cost Estimate (PS&E) for the EVP and traffic signal improvements including, but not limited to, traffic signal modifications, EVP elements, PTZ cameras and communications system elements. We anticipate the full plan set to include the following sheets:

- Cover – general notes, abbreviations, sheet index, legend and project location [1 sheet]
- Overview of Work – traffic signal and electrical notes [1 sheet]
- Details – pullboxes, foundations, CCTV, electrical, EVP equipment (cabinets and poles) [4 sheets]
- System Diagram – Overall [1 sheet]
- System Diagram – field cabinet equipment connections [1 sheet]
- System Diagram – field cabinet network connections [1 sheet]
- System Diagram – TMC equipment room connections [1 sheet]
- Traffic Signal Modification Plans [17 sheets]
- Equipment Installation Summary [1 sheet]

Our scope includes the submittal of PS&E packages at the 65% and 95% design levels for City design review. Additionally, a Caltrans Encroachment Permit application will be prepared and submitted at the 65% design stage. The final PS&E package will be submitted at the 100% design level for a final City plan check prior to providing the final bid-ready construction documents. We have further detailed our scope of services with the following sub-tasks.

***Task 2.1: Prepare 65% Plans, Specifications, and Estimates.*** Prior to the development of the 65% PS&E documents, we will develop the base plans for the project locations. This includes developing the base maps with the existing traffic signal and utility information that is received by the City and the utility companies. Once the base plans are prepared, Kimley-Horn will begin the preparation of the 65% design level plans, specifications (outline level), and cost estimates (PS&E) for the EVP and traffic signal improvements.

One set of plans will be prepared at an appropriate scale for the intended design in AutoCAD 2007 format and will adhere to the applicable City design standards and requirements. We will utilize the City standard plan sheet borders with title block and general construction notes and CAD standards that we have been using for the City's most recent EVP/TSP design plans (e.g., Hammer Lane or Wilson Way Traffic Adaptive). The anticipated breakdown of sheets for the 65% plans is as follows:

- Cover – general notes, abbreviations, sheet index, legend and project location [1 sheet]
- Overview of Work – traffic signal and electrical notes [1 sheet]
- Details – pullboxes, foundations, CCTV, electrical, EVP equipment (cabinets and poles) [4 sheets]
- System Diagram – Overall [1 sheet]
- System Diagram – field cabinet equipment connections [1 sheet]
- Traffic Signal Modification Plans [17 sheets]



# Installation of Emergency Vehicle Pre-Emption at Various Locations

Traffic signal modification plans will include layout representations, in plan view, at a drawing scale of 1" = 20' for EVP and traffic signal modifications. It is assumed the design and description of traffic signal equipment modifications (i.e., replacement of controller and service cabinets, optical detectors, and controller units) at the intersections can be accomplished schematically. At this design stage, design details including equipment and conductor schedules will not be shown.

Traffic signal modification plans will include installation of new signal poles (if necessary), new PTZ cameras, EVP detectors, EVP cable routing, new traffic signal controllers and cabinets, new electrical service cabinets (if applicable), new conduit routing (if necessary), new pull boxes, and new cabling (PTZ cameras).

The existing and proposed fiber optic connections will be shown in the System Diagram sheets based on the field data collected from the field work conducted under Task 1.

We will also coordinate with the City on the **specific equipment connections within the TMC Equipment Room** including the placement of any new equipment in existing racks, cable routing, video switch connections, video encoders, network switches (ComNet or Cisco) and power supplies.



The plans will reflect the fiber connections within the controller cabinets, including terminations and assignments. The Traffic Signal Modification plans will detail the work to be done to preserve the existing fiber drop cables.

AT&T will perform the splicing of the drop cables from the controller cabinets to the fiber trunkline should there be a need for this work such as if the fiber cable is damaged during the replacement of a controller cabinet. Our designs will reflect this, but more importantly, our designs will attempt to minimize or eliminate any need for fiber re-splicing to the fiber trunkline. This risk is more prevalent when new cabinets are to be replaced.

At the TMC, the new analog video signals will be connected to the new video matrix switch (the video migration from the old video switch is ongoing). The video switch will provide the video routing to the video encoders to be placed on the police network.

For the 65% technical specifications submittal, we will prepare the specifications based on the previous BRT phase. The bid items will not be prepared at this stage, but the specifications will include all new items to be installed. The specifications will be prepared in Microsoft Word.

# Installation of Emergency Vehicle Pre-Emption at Various Locations

Opinions of probable construction cost (estimate) will be based on other recent similar construction cost estimates in the City. Opinions of probable construction costs will be prepared in Microsoft Excel format.

At this design stage, Kimley-Horn will prepare the application for a Caltrans encroachment permit. The Caltrans permit will be for the Caltrans-owned traffic signal at Benjamin Holt Drive and Plymouth Drive.

We will submit the encroachment permit application packages, which will include the 65% Plans and Specifications outline, to Caltrans on the City's behalf. While this package will not be a complete design, it starts the Caltrans review process.

#### Task 2.1 Deliverables:

- Six sets of the 65% Plans and Technical Specifications outline
- Six sets of the 65% Opinion of Probable Construction Costs

**Task 2.2: Prepare 95% Plans, Specifications, and Estimates.** Upon completion of the 65% design review by the City, Kimley-Horn will schedule a design review meeting to receive and discuss comments on the design. A comment resolution matrix will be prepared that will summarize the comments received on the 65% PS&E documents and the resolutions for each comment. This matrix will be submitted with the 95% PS&E documents and the original, red-lined City mark-ups of the 65% PS&E documents. Based on the review comments on the 65% PS&E, the approved version of the 65% PS&E will be advanced to the 95% completion level.

The additional design details to be prepared at the 95% design level include the following:

- System Diagram – TMC equipment room connections [1 sheet]
- Traffic Signal Modification Plans – with conductor schedules [17 sheets]
- Equipment Installation Summary [1 sheet]

The 95% technical specifications will be developed to include specific provisions regarding construction requirements, materials, and compensation. The applicable City and Caltrans standard details will be provided in an appendix to the special provisions.

Traffic signal improvement special provisions will include detailed system configuration requirements to be used by the City and Contractor in the installation and testing of EVP functions.

We will also submit the 95% PS&E documents to the City for review and comment, including the red-lined markups of the 65% plans and specifications and the comment resolution matrix.

We will follow up proactively with Caltrans on the encroachment permit application. Any comments received by Caltrans on the encroachment permit application package will be addressed at this 95% design stage.

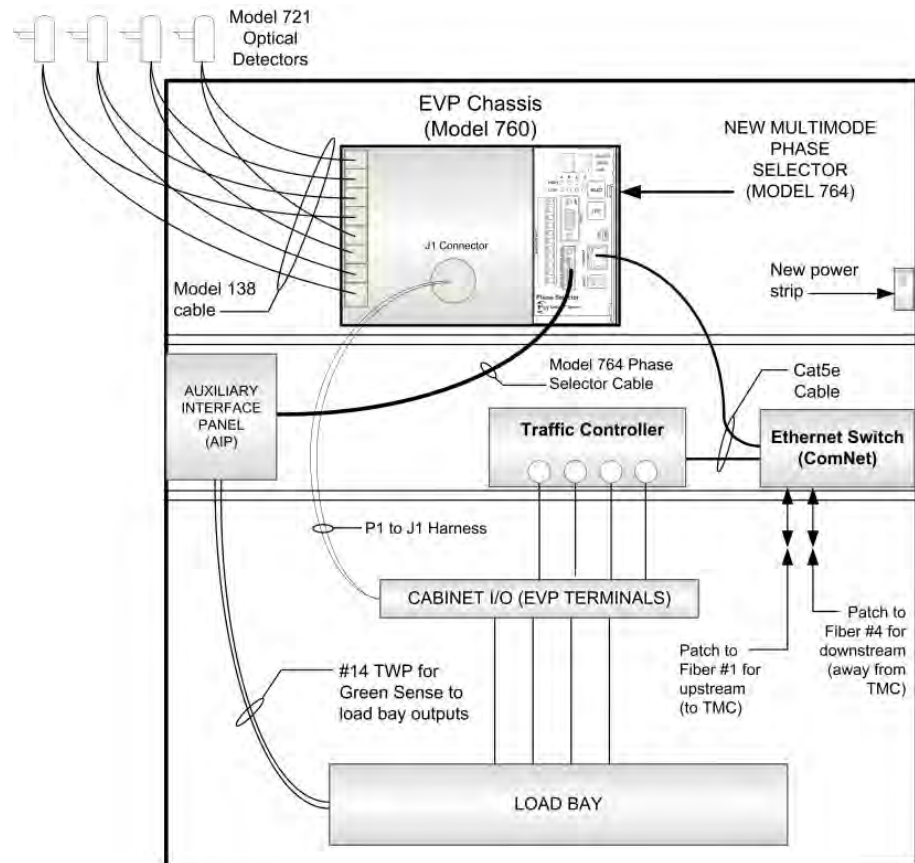
Our design plans will include specific cabinet equipment details including connections of all equipment and fiber assignments. We propose to prepare the plans with specific details particularly for the cabinet equipment (refer to the figure on the following page).

#### Task 2.2 Deliverables:

- Six sets of the 95% Plans and Technical Specifications
- Six sets of the 95% Opinion of Probable Construction Costs
- Comment Resolution Matrix

# Installation of Emergency Vehicle Pre-Emption at Various Locations

**Task 2.3: Prepare 100% Plans, Specifications, and Estimates.** Upon completion of the 95% design review by the City, Kimley-Horn will schedule a design review meeting to receive and discuss comments on the design. A comment resolution matrix will be prepared that will summarize the comments received on the 95% PS&E documents and the resolutions for each comment. This matrix will be submitted with the 100% PS&E documents and the original, red-lined City mark-ups of the 95% PS&E documents. Based on the review comments on the 95% PS&E, the approved version of the 95% PS&E will be advanced to the 100% completion level.



Kimley-Horn will submit the 100% (pre-final) PS&E to the City for a final plan check review. It is anticipated that any comments resulting from the plan check will be editorial in nature and will be communicated via e-mail or discussed on a conference call. Any significant revisions to the design after submittal of the 100% (pre-final) PS&E will be considered as additional services to be completed for an additional fee upon receipt of written authorization from the City. One additional design meeting is included after the submittal of the 100% (pre-final) PS&E documents.

It is anticipated that the City will furnish any applications and requirements to be used by the contractor to obtain permits for construction within City limits. Permit requirements will be included in an appendix to the technical specifications.



# Installation of Emergency Vehicle Pre-Emption at Various Locations

Final plans, specifications, and estimates will be prepared following completion of the City's plan check review. The final plans will be sealed by the professional engineer in responsible charge and will include the registration number and expiration date. The 100% (Final) PS&E will be submitted to the City for use in advertising and constructing the improvements. Final plans will be provided on Mylar and electronically in AutoCAD format on CD.

Final specifications will be provided electronically in Microsoft Word format for the City's use in finalizing the bid documents for advertisement.

#### Task 2.3 Deliverables:

- Comment Resolution Matrix
- One set of the 100% (pre-final) PS&E Documents
- One set of 100% (final) plans on Mylar
- Final PS&E documents delivered to the City on CD
- Plans in AutoCAD format
- Specifications in Microsoft Word format

#### *Task 3: Coordination and Meetings*

The coordination items and meetings for the project will include the following items by Kimley-Horn:

- Submit the 65% and 95% plans to private utility companies to identify potential conflicts and coordinate adjustments or relocations (if necessary)
- Arrange and attend up to two meetings with Caltrans to discuss and present the proposed designs or to discuss their input and review comments on the design plans
- Prepare the entire Request for Authorization (RFA) to obtain the E76 Authorization to proceed with construction. We anticipate one meeting with the Caltrans Local Assistance Office
- Relevant materials from the LAPM Chapter 12 will be included in the specifications
- Prepare additional studies required by Caltrans Local Assistance for PES approval
- Prepare and complete monthly updates to the project schedule using Microsoft Project (baselined)
- Attend and prepare meeting minutes for the project kick-off meeting, up to two design review meetings
- Attend and prepare meeting minutes for up to four construction meetings, including the preconstruction meeting and post-construction meeting

#### Task 3 Deliverables:

- Meeting minutes
- Request for Authorization (RFA)
- Project Schedule updates (monthly)

#### *Task 4: Environmental*

**Task 4.1: Prepare Additional Environmental Studies.** As required by Caltrans Local Assistance, Kimley-Horn will prepare additional studies which could include a Noise Study. This scope of work assumes that the PES form will be adequate to support issuance of Categorical Exclusion by Caltrans in their role as lead agency for National Environmental Policy Act (NEPA) compliance. It is anticipated

# Installation of Emergency Vehicle Pre-Emption at Various Locations

that the project would be Categorically Exempt from the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15300 (Class 1 exemption – Existing Facilities and Class 4 exemption – Minor Alterations to Land).

**Task 4.2: Local Assistance Coordination.** Since the City has already submitted the draft PES form to District 10 Local Assistance, Kimley-Horn will coordinate with the City and Caltrans to respond to questions or comments on the draft PES, including the preparation additional technical studies.

#### Task 4 Deliverables:

- Preliminary Environmental Studies (PES) form
- Air Quality Technical Report (if necessary)
- Noise Analysis Technical Report (if necessary)

#### *Task 5: Design Support*

Bidding and construction phase engineering support will include answering City staff questions during the bid and award of the contract, review of submittals, responding to contractor requests for information (RFIs), review of contract change orders (CCOs), preparation of addenda, and preparation of record drawings. Attendance at regular construction meetings is included in the scope provided for Task 3. Additionally, Kimley-Horn will be available to assist the City and Contractor in the programming, addressing and testing of the EVP units. This includes assistance with the connection and integration of the EVP units into the CMS servers for remote communications.

Bidding and construction phase engineering support services will be provided on a time and materials basis, based on hourly billing rates, up to the maximum number of hours as indicated in the sealed Cost Proposal. Kimley-Horn will notify the City upon reaching approximately 80% of the approved level of effort and provide recommendation or request additional contract authorization, if necessary. Additional services will be provided if requested by the City, subject to additional fee.

It is anticipated that the City traffic signal maintenance staff will utilize their existing optical emitter equipment as part of this verification.

#### Task 5 Deliverables:

- Review and preparation of responses for submittals
- Preparation of responses for RFIs
- Review and preparation of responses for CCOs
- Preparation of project addenda
- Preparation of record drawings
- Assistance with system configuration and implementation



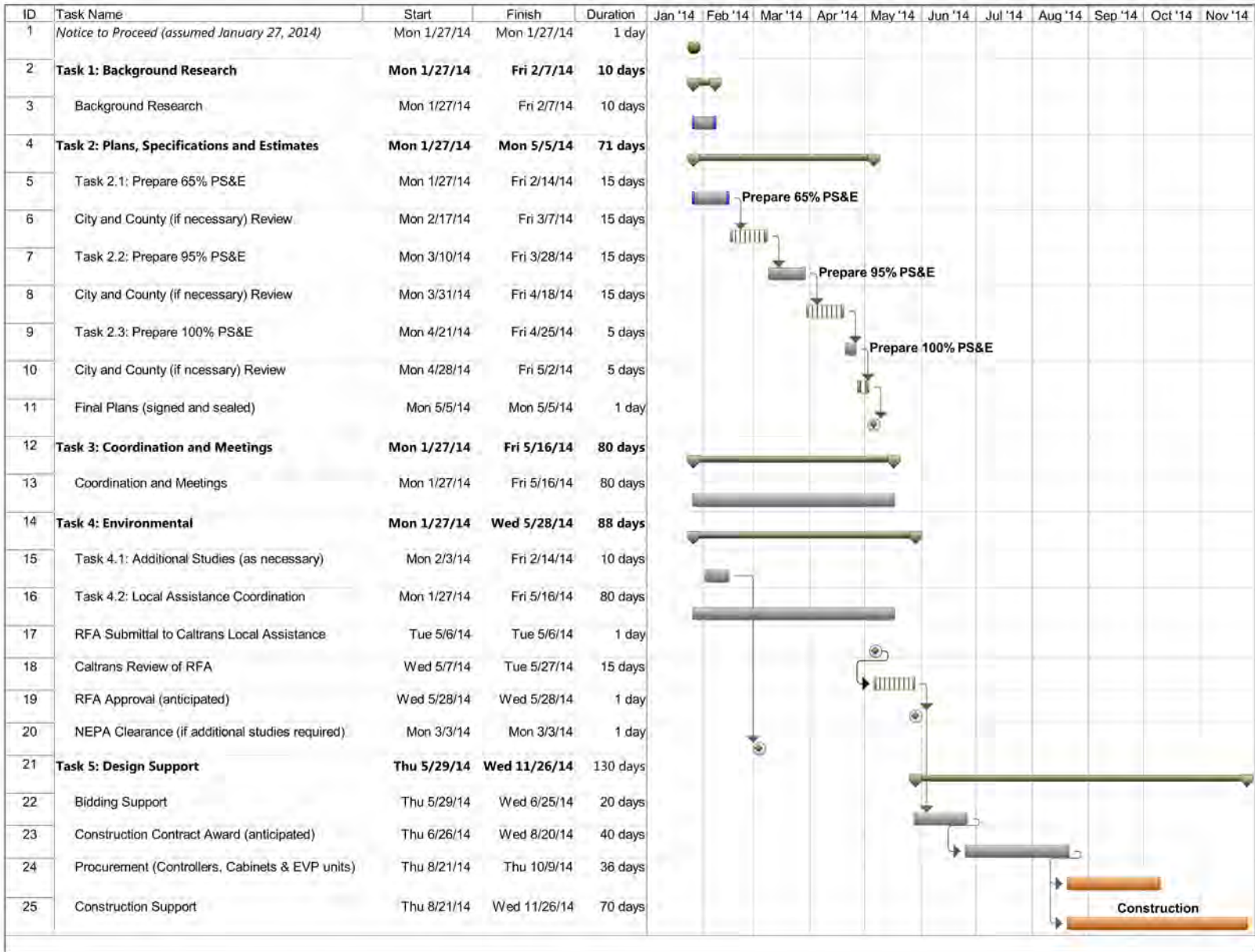
# Installation of **Emergency Vehicle Pre-Emption** at Various Locations

## 2. Project Schedule and Deadlines

We propose to complete the PS&E documents about 70 working days from the issuance of a Notice to Proceed. Assuming a start date of January 27, 2014, we will complete the PS&E documents by the beginning of May 2014. We will prepare and submit any additional studies for the Preliminary Environmental Study during the 65% PS&E in February 2014 assuming that the City is notified by Caltrans Local Assistance sometime in January 2014 of the need for additional studies.

Our proposed schedule includes all relevant durations for post-design activities including the time between the award of the construction contract to the start of construction (about 40 working days is typical). Should this time be shortened, the end of construction can be completed sooner. Our schedule also includes the equipment procurement which would be relevant for the systems integration portion of the project. We propose to complete all tasks (Tasks 1-5) by the end of October 2014 (end of Construction). Our proposed project schedule is shown on the following page.

# Installation of Emergency Vehicle Pre-Emption at Various Locations





# Installation of Emergency Vehicle Pre-Emption at Various Locations

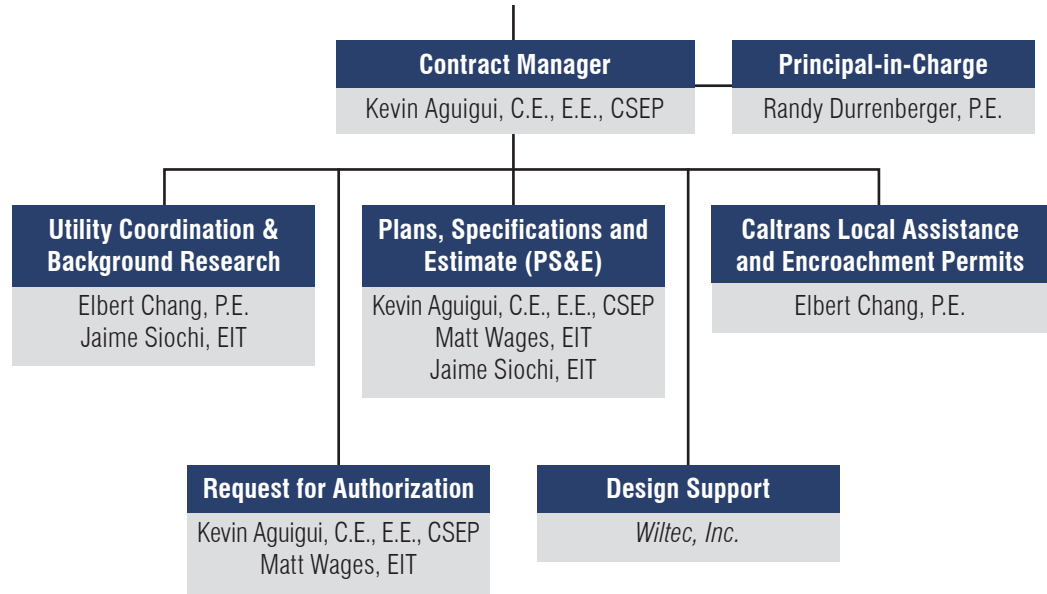
## 3. Staffing Plan

### TEAM ORGANIZATION

Our team will be led by **Kevin Aguigui, C.E., E.E., CSEP**, who has led many successful projects for Kimley-Horn and is currently providing services to the City of Stockton. He is a dedicated project manager and will be personally involved in every aspect of the project.

**Our team members have worked on numerous EVP and TSP projects for systems identical to that of the City of Stockton.** The individuals shown below comprise our team of ITS, traffic engineering, and traffic signal system specialists. They have worked together on many similar projects, and are very familiar with the City's design standards and requirements. Abbreviated resumes for our key team members are included later in this section.

Our team also features the services of **WILTEC, Inc.**, a DBE traffic engineering and data collection firm. We have worked with WILTEC on many other transportation projects and the City will benefit from our established, solid working relationship.



### WORKLOAD AND AVAILABILITY

The members of our project team have firsthand experience in responding effectively and efficiently to the needs and requirements of the City under many different types of projects. Most recently, we prepared environmental and PS&E documents for several corridors that included the exact design elements and functions that are sought under this project. We know the detailed technical expertise

# Installation of Emergency Vehicle Pre-Emption at Various Locations

that is required to complete your designs and we proactively plan and set aside adequate time and staff availability to provide the City with a high level of responsiveness. Our proposed team members all have detailed and extensive design experience working on identical projects for the City, and are experienced working on similar projects for agencies across California.

To ensure our staff's availability, Kimley-Horn uses a two-step approach. The first step is a weekly check and the second step is a monthly forecast for project staffing. Under the first step, each week, our office plans out the workload for the following week to ensure that all projects are staffed properly with the focus of meeting deadlines and client's expectations. Under the second step, our entire firm uses a proactive management system known as "cast-aheads" that is evaluated once a month and details every project's personnel needs and each person's availability. Matching project needs with staff availability weekly and monthly, keeps our projects on schedule.

After reviewing our current cast-aheads, we can assure you that the Kimley-Horn staff members selected for this team are available to serve you and are in an excellent position to handle the workload required to complete the scope of services outlined in your request for proposal.

**We are fully committed to providing knowledgeable staff with EVP expertise to serve the City.** Our team members' current assignments and availability for the City's EVP project are shown in the following table.

TEAM MEMBER <i>Role</i>	CURRENT WORKLOAD	% AVAILABLE FOR STOCKTON EVP PROJECT
Kevin Aguigui <i>Project Manager</i>	<ul style="list-style-type: none"> <li>Blackstone/Ventura-Kings Canyon BRT</li> <li>Hammer Lane BRT III</li> <li>Stockton BRT Phase IV</li> <li>Porterville Transit TSP Implementation</li> <li>Wilson Way Adaptive Traffic Control System</li> </ul>	40%
Randy Durrenberger <i>Principal-in-Charge</i>	<ul style="list-style-type: none"> <li>AC Transit Line 51</li> <li>I-80 ICM</li> <li>MTC ITS/511 Technical Advisor</li> </ul>	35%
Elbert Chang <i>Utility Coordination and Background Research / Caltrans Local Assistance and County Coordination</i>	<ul style="list-style-type: none"> <li>I-80 ICM (San Pablo Corridor)</li> <li>Port of Oakland Fiber Optic Network Expansion</li> <li>Oakland Fiber Master Plan</li> <li>I-80 ICM System Manager</li> </ul>	50%
Matt Wages <i>PS&amp;E / Utility Coordination and Background Research / Caltrans Local Assistance and County Coordination</i>	<ul style="list-style-type: none"> <li>Stockton Hammer Lane BRT III</li> <li>Fresno BRT</li> <li>Stockton BRT IV</li> </ul>	70%
Jaime Siochi <i>PS&amp;E / Utility Coordination and Background Research</i>	<ul style="list-style-type: none"> <li>Santa Clara Lafayette Street Signal Interconnect</li> <li>AC Transit Line 51</li> <li>SCVTA Berryessa Station</li> </ul>	70%



# Installation of Emergency Vehicle Pre-Emption at Various Locations

## PROJECT WORK MATRIX

As requested in the RFP, a project work matrix showing the hourly breakdown by task for the project is included below.

Tasks	Durrenberger	Aguigui	Chang	Wages	Siochi	Prof. III	Jr. Prof.	Analyst	Admin./Support	Total
Task 1 - Background Research	1	2	4	16	8				2	33
Task 2 - Prepare Plans, Specifications and Estimate	4	12	16	60	160		24	160	10	446
Task 3 - Coordination and Meetings	2	8	8	12				8	10	48
Task 4 - Environmental	1	4				10		6	1	22
Task 5 - Design and Integration Support		8		20	8					36
Hours [Task 1 - 5]	8	34	28	108	176	10	24	174	23	585
% of Total Task Hours	1.37%	5.81%	4.79%	18.46%	30.09%	1.71%	4.10%	29.74%	3.93%	100.00%

# Installation of Emergency Vehicle Pre-Emption at Various Locations



**Kevin Aguigui, C.E., E.E., CSEP**

*Project Manager*

Kevin is a senior systems engineer and project manager with extensive hands on experience in ITS, systems engineering, transportation engineering and electrical systems design. Kevin has played a critical role in virtually every BRT/TSP/EVP design project that Kimley-Horn has managed in the last five years. For Stockton's Hammer Lane BRT Phase III, Kimley-Horn assisted in the installation, integration and implementation of the new Central Management System (CMS) for the City. This CMS enables City staff to remotely monitor each field EVP/TSP unit from the City's Traffic Control Room and offices. Kevin's main focus is ITS, transit ITS, security and surveillance systems, communications networks, traffic engineering and design, adaptive control systems and transit signal priority systems. He has planned, designed, implemented, and integrated numerous ITS systems. His experience with ITS systems has included advanced transportation controllers, CCTVs, VMS, detection systems, security and electrical systems, technology evaluations and ITS strategic plans. He has implemented and integrated all forms of communications networks including configuration and testing of field elements and network equipment for both wired and wireless systems.

## Professional Credentials

- Bachelor of Science, Civil Engineering, University of Hawaii
- Professional Civil Engineer, Traffic Engineer, and Electrical Engineer in California
- Certified Systems Engineering Professional

## Relevant Experience

- AC Transit (East Bay) BRT Program, Alameda County, CA
- Blackstone/Ventura-Kings Canyon BRT, Fresno, CA
- El Camino Real Traffic Signal Modifications and EVP/TSP Implementation, Santa Clara, CA
- Line 51 Speed and Reliability Project, Alameda County, CA
- sBX E Street BRT (OmniTrans), San Bernardino, CA
- LAVTA BRT, Tri-Valley (Alameda and Contra Costa Counties), CA
- Airport Way BRT II, Stockton, CA
- Hammer Lane BRT III, Stockton, CA
- Porterville Transit TSP Implementation, Porterville, CA
- Wilson Way Adaptive Traffic Control System, Stockton, CA



**Randy Durrenberger, P.E.**

*Principal-in-Charge*

Randy has nearly 20 years of experience in the planning, design, testing, and implementation of freeway and arterial based ITS projects. He has managed several major freeway management systems and smart corridors involving all facets of a project from planning to implementation. His experience includes planning (ITS strategic plans, system architecture, communications master plans, implementation plans), design (communications, conduit and cable, plan sets, general traffic, and field device locations), specifications (signal system, ITS devices), and field coordination of multiple contractors on various phases of implementation.

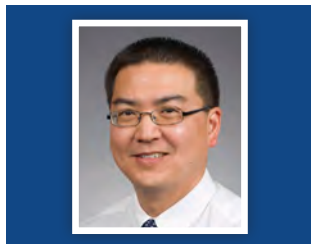
## Professional Credentials

- Master of Science, Civil Engineering, University of Texas, Austin
- Bachelor of Science, Civil Engineering, University of Minnesota
- Professional Engineer in California

## Relevant Experience

- AC Transit (East Bay) BRT Program, Alameda County, CA
- AC Transit Line 51 BRT Design, Alameda County, CA
- I-80 ICM San Pablo Avenue, Alameda and Contra Costs Counties, CA
- MTC ITS/511 Technical Advisor
- ITS Strategic Plan, Oakland, CA

# Installation of Emergency Vehicle Pre-Emption at Various Locations



## Elbert Chang, P.E., T.E.

*Role: PS&E; Utility Coordination, Background Research, Caltrans Local Assistance and County Encroachment Permits*

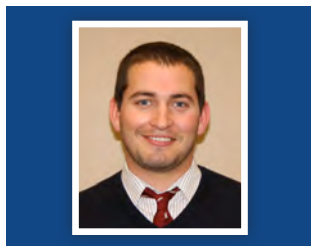
Elbert has extensive engineering and management experience in a variety of traffic engineering, ITS, and CCTV projects. He has worked on numerous CCTV projects involving digital and analog video equipment over copper, fiber, and wireless networks. He has prepared design documents and PS&E packages for the implementation and construction of central and field end elements.

### Professional Credentials

- Master of Science, Transportation Engineering, University of California, Berkeley
- Master of City Planning, Transportation Planning, University of California, Berkeley
- Bachelor of Science, Civil Engineering/University of California, Berkeley
- Professional Engineer (Civil and Traffic) in California

### Relevant Experience

- AC Transit (East Bay) BRT Program, Alameda County, CA
- I-80 ICM San Pablo Corridor EVP-TSP Upgrades, Alameda and Contra Costa Counties, CA
- Filbert Street-Myrtle Street Signal Modification, Stockton, CA
- Airport Way BRT II, Stockton, CA
- Hammer Lane BRT III, Stockton, CA
- AC Transit Line 51 Design, Alameda County, CA
- ITS Strategic Plan, Oakland, CA



## Matt Wages, EIT

*PS&E / Utility Coordination and Background Research / Caltrans Local Assistance and County Encroachment Permits*

Matt is a transportation analyst specializing in traffic signal design, signal timing, system integration, and roadway design projects. His system integration and signal timing experience includes data collection, development of Synchro models, analyses of potential cycle lengths, database conversions, and traffic signal controller integration. Matt has worked on several traffic engineering and design projects in which he was involved in data collection, creation of CADD plans, and signal and interconnect designs. He is proficient in the latest versions of AutoCAD, MicroStation, Synchro, and Highway Capacity Software.

### Professional Credentials

- Bachelor of Science, Civil Engineering, California Polytechnic State University, San Luis Obispo
- Engineer-in-Training

### Relevant Experience

- Blackstone/Ventura-Kings Canyon BRT, Fresno, CA
- Porterville Transit TSP Implementation, Porterville, CA
- I-80 ICM San Pablo Avenue, Alameda and Contra Costs Counties, CA
- Airport Way BRT II, Stockton, CA
- Hammer Lane BRT III, Stockton, CA
- AC Transit Line 51 BRT Design, Alameda County, CA
- Fiber Optic Design and Standards, Tracy, CA

# Installation of Emergency Vehicle Pre-Emption at Various Locations



## Jaime Siochi, EIT

*PS&E / Utility Coordination and Background Research*

Jaime is a transportation analyst with experience in planning and designing of freeway and arterial ITS systems, traffic signal design, signal timing and operations, signal interconnect design, signing and striping, and roadway lighting. He has worked on a number of projects in which he was involved in data collection, creation of CADD plans, cost estimating, GIS mapping, development of timing plans using Synchro, and street lighting design utilizing AGi32 software.

### Professional Credentials

- Bachelor of Science, Civil and Environmental Engineering, Northeastern University
- Engineer in Training in Massachusetts

### Relevant Experience

- AC Transit Line 51 BRT Design, Alameda County, CA
- Fiber Optic Network Design (Lafayette Street), Santa Clara, CA
- AC Transit (East Bay) BRT Program, Alameda County, CA
- Blackstone/Ventura-Kings Canyon BRT, Fresno, CA
- Hammer Lane BRT III, Stockton, CA
- I-80 ICM San Pablo Avenue, Alameda and Contra Costa Counties, CA

## SUBCONSULTANTS

# WILTEC

### WILTEC (UDBE) – Design Support

WILTEC is a professional traffic engineering firm that specializes in conducting and analyzing all transportation related surveys. They provide survey services to numerous clients in both the public and private sectors. On average, WILTEC conducts approximately 200 different transportation surveys per year throughout California and in Nevada and Hawaii.

WILTEC's strength is in its core group of professionals – most of which have been with the firm for over seven years and collectively have over 40 years of experience in the planning, conduct, analysis, summary and documentation of transportation surveys. **WILTEC is certified as a Disadvantaged Business Enterprise (DBE) by the California Uniform Certification Program.**

# Installation of **Emergency Vehicle Pre-Emption** at Various Locations

## 4. References

We continuously strive to be the consultant of choice for our clients and we attribute our successful working relationships with our clients and our success over the last 46 years to our high-quality, proactive, and timely services. We invite you to contact our clients and talk to them about our work history, quality of service, and if they would again select us for similar services. Additional references can be provided upon request.

**Evangeline Lucas Lee**

**City of Sacramento**

(916) 808-7612

Project: Arden Way and 65th Street TLSP Projects

**Dennis Ng**

**City of Santa Clara**

(408) 615-3021

Project: El Camino Real-Scott Boulevard-De La Cruz Traffic Signal Interconnect and Coordination

**John Downs**

**Fresno Area Express (FAX)**

(559) 621-1502

Project: Blackstone/Ventura-Kings Canyon BRT

**Wil Buller**

**AC Transit**

(510) 891-5414

Project: Line 51 BRT Design



CONTACT:

**Kevin Aguigui, C.E., E.E., CSEP**  
kevin.aguigui@kimley-horn.com

**Kimley-Horn and Associates, Inc.**  
1300 Clay Street, Suite 325  
Oakland, CA 94612

**D: 510.350.0217**

**P: 510.625.0712**

[www.kimley-horn.com](http://www.kimley-horn.com)



# Installation of Emergency Vehicle Pre-Emption at Various Locations

<b>COST PROPOSAL</b>											
<b>KIMLEY-HORN AND ASSOCIATES, INC.</b>											
<b>Installation of Emergency Vehicle Pre-emption at Various Locations</b>											
Tasks	Durrenberger	Aguigui	Chang	Wages	Siochi	Prof. III	Jr. Prof.	Analyst	Admin / Support	Total	Task Labor Cost
Task 1 - Background Research	1	2	4	16	8				2	33	\$4,840
Task 2 - Prepare Plans, Specifications and Estimate	2	12	16	60	128		24	135	8	385	\$50,840
Task 3 - Coordination and Meetings	2	8	8	8				8	8	42	\$6,600
Task 4 - Environmental	1	4				10		6	1	22	\$3,560
Task 5 - Design and Integration Support		8		16	8					32	\$5,160
Hours [Task 1 - 5]	6	34	28	100	144	10	24	149	19	514	
% of Total Task Hours	1.17%	6.61%	5.45%	19.46%	28.02%	1.95%	4.67%	28.99%	3.70%	100.00%	
Billing Rate	\$240	\$240	\$175	\$140	\$125	\$155	\$140	\$120	\$90		
Total Labor	\$1,440	\$8,160	\$4,900	\$14,000	\$18,000	\$1,550	\$3,360	\$17,880	\$1,710		\$71,000
Expenses											\$500
<i>Kimley-Horn Labor and Expenses</i>											\$71,500
<i>Wiltec, Inc (DBE)</i>											\$3,500
<b>TOTAL PROJECT COST</b>											<b>\$75,000</b>
DBE Participation:											4.67%

**EXHIBIT B**  
**INSURANCE REQUIREMENTS**  
**CONSULTANT**

**CONSULTANT** shall procure and maintain for the duration of the Agreement, insurance against all 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, volunteers, or employees.

1. **INSURANCE** Throughout the life of this Contract, the Consultant shall pay for and maintain in full force and effect with an insurance company admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A: VII" in Best Insurance Key Rating Guide, the following policies of insurance:
  - A. **AUTOMOBILE LIABILITY** insurance, endorsed for "any auto" with the following limits of liability: Bodily Injury \$250,000 each person, and \$500,000 each occurrence. Property Damage \$100,000 each occurrence.
  - B. **WORKERS' COMPENSATION** insurance as required under the California Labor Code and Employers Liability Insurance with limits not less than \$1,000,000 per accident/injury/disease.
  - C. **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY AND MISCELLANEOUS SUPPLEMENTARY INSURANCE;**

FOR **ADDITIONAL** REQUIREMENT(S):

- (i) **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY** insurance which shall include Contractual Liability, Products and Completed Operations coverage's, Bodily Injury and Property Damage Liability insurance with combined single limits of not less than \$1,000,000 per occurrence, and \$2,000,000 Aggregate limit.
- (ii) **PROFESSIONAL LIABILITY**, Not less than \$1,000,000 per Claim/\$2,000,000 Aggregate (3 yr discovery and reporting tail period coverage). Certificate of Insurance only required.

Deductibles and Self-Insured Retentions must be declared and are subject to approval by the CITY.

The Policy(s) shall also provide the following:

- 1 The Commercial General Liability insurance shall be written on ISO approved occurrence form with additional insured endorsement naming: *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are additional insureds.*
2. All insurance required by this Agreement shall be with a company acceptable to the CITY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date **CONSULTANT** completes its performance of services under this Agreement.

3. For any claims related to services or products provided under this contract, the Consultant's insurance coverage shall be primary insurance as respects the City of Stockton its officers, agents, and employees. Any coverage maintained by the CITY shall be excess of the Consultant's insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against the CITY.
4. Each insurance policy required by this clause shall have a provision that coverage shall not be cancelled by either party, except after thirty (30) days' prior to written notice by certified mail, return receipt requested, has been given to the CITY. Further, the thirty (30) day notice shall be unrestricted, except for workers' compensation, or non-payment of premium, which shall permit ten (10) days advance notice. The insurer and/or the contractor and/or the contractor's insurance agent shall provide the CITY with notification of any cancellation, major change, modification or reduction in coverage.
5. Regardless of these contract minimum insurance requirements, the Consultant and its insurer shall agree to commit the Consultant's full policy limits and these minimum requirements shall not restrict the Consultant's liability or coverage limit obligations.
6. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.
7. The Company shall furnish the City of Stockton with the Certificates and Endorsement for all required insurance, prior to the CITY's execution of the Agreement and start of work.
8. Proper address for mailing certificates, endorsements and notices shall be:
 

City of Stockton  
Attention: Risk Services  
425 N. El Dorado Street  
Stockton, CA 95202
9. Upon notification of receipt by the CITY of a Notice of Cancellation, major change, modification, or reduction in coverage, the Consultant shall immediately file with the CITY a certified copy of the required new or renewal policy and certificates for such policy.

Any variation from the above contract requirements shall only be considered by and be subject to approval by the CITY's Risk Manager (209) 937-8617. Our fax is (209) 937-8558.

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

If the Consultant should subcontract all or any portion of the work to be performed in this contract, the Consultant shall cover the sub-contractor, and/or require each sub-contractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-contractor's insurance shall have the same impact as described above.



**Exhibit "C"**  
**Federal-Aid Consultant Contract Provisions**  
**INSTALLATION OF EMERGENCY VEHICLE PREEMPTION (EVP) AT VARIOUS LOCATIONS**  
**City Project No. 12-11 / Federal-Aid Project No. HSIPL-5008(125)**

This form shall be physically attached to Amendment to Professional Services Master Contract

**CONTENTS**

WITH KIMLEY-HORN AND ASSOCIATES, INC. ....	1
ARTICLE I INTRODUCTION .....	2
ARTICLE II STATEMENT OF WORK .....	3
ARTICLE III FIRM'S REPORTS OR MEETINGS .....	4
ARTICLE IV PERFORMANCE PERIOD .....	4
ARTICLE V ALLOWABLE COSTS AND PAYMENTS .....	4
ARTICLE VI TERMINATION .....	6
ARTICLE VII FUNDING REQUIREMENTS .....	6
ARTICLE VIII CHANGE IN TERMS .....	6
ARTICLE IX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION .....	6
ARTICLE X COST PRINCIPLES .....	7
ARTICLE XI CONTINGENT FEE .....	7
ARTICLE XII RETENTION OF RECORDS/AUDIT .....	8
ARTICLE XIII DISPUTES .....	8
ARTICLE XIV AUDIT REVIEW PROCEDURES .....	8
ARTICLE XV SUBCONTRACTING .....	9
ARTICLE XVI EQUIPMENT PURCHASE .....	9
ARTICLE XVII INSPECTION OF WORK .....	10
ARTICLE XVIII SAFETY .....	10
ARTICLE XIX INSURANCE .....	10
ARTICLE XX OWNERSHIP OF DATA .....	11
ARTICLE XXI CLAIMS FILED BY THE CITY'S CONSTRUCTION CONTRACTOR .....	11
ARTICLE XXII CONFIDENTIALITY OF DATA .....	12
ARTICLE XXIII NATIONAL LABOR RELATIONS BOARD CERTIFICATION .....	12
ARTICLE XXIV EVALUATION OF FIRM .....	12
ARTICLE XXV STATEMENT OF COMPLIANCE .....	13
ARTICLE XXVI DEBARMENT AND SUSPENSION CERTIFICATION .....	13
ARTICLE XXVII STATE PREVAILING WAGE RATES .....	14

Amendment – KIMLEY-HORN AND ASSOCIATES, INC. – PROJECT NO. 12-11,  
 FEDERAL PROJECT NO. CML-5008 (125)

**Exhibit “C”**  
**Federal-Aid Consultant Contract Provisions**  
**INSTALLATION OF EMERGENCY VEHICLE PREEMPTION (EVP) AT VARIOUS LOCATIONS**  
**City Project No. 12-11 / Federal-Aid Project No. HSIPL-5008(125)**

This form shall be physically attached to Amendment to Professional Services Master Contract

ARTICLE XXVIII CONFLICT OF INTEREST..... 14  
 ARTICLE XXIX REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION ..... 14  
 ARTICLE XXX PROHIBITION OF EXPENDING CITY, STATE OR FEDERAL FUNDS FOR LOBBYING..... 15  
 ARTICLE XXXI NOTIFICATION ..... 15  
 ARTICLE XXXII CONTRACT ..... 15  
 ARTICLE XXXIII SIGNATURES ..... 15

**Additional California Department of Transportation (Caltrans) Exhibits Incorporated:**

- \*Exhibit 10-F “Certification of Consultant, Commissions & Fees”
- Exhibit 10-I “Notice to Proposers Disadvantaged Business Enterprise Information”
- Exhibit 10-J “Standard Agreement for Subcontractor/DBE Participation”
- \*Exhibit 10-K “Consultant Certification of Costs and Financial Management System”
- \*Exhibit 10-L “Local Agency Certification of Cost Analysis”
- Exhibit 10-O1 “Consultant Proposal Disadvantaged Business Enterprise Commitment”
- Exhibit 10-O2 “Consultant Contract Disadvantaged Business Enterprise Information”
- Exhibit 10-P “Non-Lobbying Certification for Federal-Aid Contracts”
- Exhibit 10-Q “Disclosure of Lobbying Activities”
- Exhibit 10-S “Consultant Performance Evaluation” *(Due at end of project)*
- Exhibit 10-T “Panel Member Conflict of Interest & Confidentiality Statement”
- Exhibit 10-U “Consultant in Management Position Conflict of Interest Statement”
- Exhibit 10-V “Non-Discrimination Clause”
- Exhibit 12-B “Bidder’s List of Subcontractors (DBE’s and Non-DBE’s)”
- Exhibit 12-E, Attachment H “Debarment and Suspension Certification”
- Exhibit 15-H “DBE Information – Good Faith Efforts”
- Exhibit 17-F “Final Report-Utilization of DBE First Tier Subcontractors”
- Exhibit 17-O “DBE Certification Status Change”

*\*(applicable when cost is over \$150,000)*

**ARTICLE I INTRODUCTION**

The provisions contained in this exhibit are hereby made a part of the consultant contract for this project. The provisions are additive to the Professional Services Master Contract and shall be physically attached to the Amendment to Professional Services Master Contract.

“Scope of Services” in the following articles is defined as the combination of the project scope of work and the corresponding fee to complete the scope of work.

**Exhibit "C"**  
**Federal-Aid Consultant Contract Provisions**  
**INSTALLATION OF EMERGENCY VEHICLE PREEMPTION (EVP) AT VARIOUS LOCATIONS**  
**City Project No. 12-11 / Federal-Aid Project No. HSIPL-5008(125)**

**This form shall be physically attached to Amendment to Professional Services Master Contract**

**ARTICLE II STATEMENT OF WORK**

- A. Services to be Furnished  
See Exhibit "A", Scope of Services of the Amendment to Professional Services Master Contract.
- B. Design Standards  
The FIRM shall perform the services in accordance with the City of Stockton Standard Plan & Specifications (current edition), and Caltrans 2010 Standard Plans & Specifications and any amendments thereto.
- C. Firm's Endorsement on Plans, Specification and Estimates/other Data  
The responsible firm/engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.
- D. Right of Way  
See Exhibit "A", Scope of Services of the Amendment to Professional Services Master Contract.
- E. Subsurface Investigation  
See Exhibit "A", Scope of Services of the Amendment to Professional Services Master Contract.
- F. The City's Obligations  
See Section 4 "Rights and Duties of City", of the Professional Service Master Contract.
- G. Conferences, Visits to Site, Inspection of Work  
The FIRM and any subcontractor shall permit the CITY, the state, and the FHWA if federal participating funds are used in this contract; to meet, review, and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis. Cost incurred by FIRM for meetings, subsequent to the initial meeting shall be included in the fee.
- H. Checking Shop Drawings/Submittals  
See Exhibit "A", Scope of Services of the Amendment to Professional Services Master Contract.
- I. Documentation  
The FIRM shall document the results of their services to the satisfaction of the CITY, and if applicable, the state and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the scope of work objectives.
- J. Number of Copies  
See Exhibit "A", Scope of Services of the Amendment to Professional Services Master Contract.

Amendment – KIMLEY-HORN AND ASSOCIATES, INC. – PROJECT NO. 12-11,  
 FEDERAL PROJECT NO. CML-5008 (125)



**Exhibit "C"**  
**Federal-Aid Consultant Contract Provisions**  
**INSTALLATION OF EMERGENCY VEHICLE PREEMPTION (EVP) AT VARIOUS LOCATIONS**  
**City Project No. 12-11 / Federal-Aid Project No. HSIPL-5008(125)**

**This form shall be physically attached to Amendment to Professional Services Master Contract**

**ARTICLE III FIRM'S REPORTS OR MEETINGS**

- A. FIRM shall submit progress reports at least once a month. The report should be sufficiently detailed for the Project Manager to determine, if FIRM is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. FIRM's Project Manager shall meet with CITY'S Project Manager, as needed, to discuss progress on the contract.

**ARTICLE IV PERFORMANCE PERIOD**

- A. Effective Contract Dates  
See Section 3 – Schedule for Completion of the Amendment to Professional Services Master Contract.
- B. Contract Award  
FIRM is advised that any recommendation for contract award is not binding on the CITY until the contract is fully executed and approved by the CITY.

**ARTICLE V ALLOWABLE COSTS AND PAYMENTS**

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. The CITY will reimburse FIRM for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by FIRM in performance of the work. FIRM will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved FIRM'S Scope of Services, unless additional reimbursement is provided for by contract amendment. In no event, will FIRM be reimbursed for overhead costs at a rate that exceeds the CITY's approved overhead rate set forth in the Scope of Services. In the event, that the CITY determines that a change to the work from that specified in the Scope of Services and contract is required, the contract time or actual costs reimbursable by the CITY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. In addition to the allowable incurred costs, the CITY will pay FIRM a fixed fee of \$(AMOUNT). The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

Amendment – KIMLEY-HORN AND ASSOCIATES, INC. – PROJECT NO. 12-11,  
 FEDERAL PROJECT NO. CML-5008 (125)

**Exhibit "C"**  
**Federal-Aid Consultant Contract Provisions**  
**INSTALLATION OF EMERGENCY VEHICLE PREEMPTION (EVP) AT VARIOUS LOCATIONS**  
**City Project No. 12-11 / Federal-Aid Project No. HSIPL-5008(125)**

**This form shall be physically attached to Amendment to Professional Services Master Contract**

- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Scope of Services.
- D. When milestone cost estimates are included in the approved Scope of Services, FIRM shall obtain prior written approval for a revised milestone cost estimate from the Project Manager before exceeding such cost estimate.
- E. Progress payments will be made monthly in areas based on services provided and allowable incurred costs. A pro rata portion of FIRM's fixed fee will be included in the monthly progress payments. If FIRM fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, the CITY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article V Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. FIRM will be reimbursed, as promptly as fiscal procedures will permit upon receipt by the CITY's Project Manager of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which FIRM is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Scope of Services and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due the CITY including any equipment purchased under the provisions of Article XV Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of FIRM's work. Invoices shall be mailed to the CITY's Project Manager at the following address:

City of Stockton, Public Works Department  
 22 E. Weber Avenue, Room 301  
 Stockton, CA, 95202

- H. The total amount payable by the CITY including the fixed fee shall not exceed the amount noted in Section 2 – Compensation of the Amendment to Professional Services Master Contract.
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Scope of Services and is approved by the Public Works Director.  
 For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
- J. All subcontracts in excess of \$25,000 shall contain the above provisions.

**Exhibit "C"**  
**Federal-Aid Consultant Contract Provisions**  
**INSTALLATION OF EMERGENCY VEHICLE PREEMPTION (EVP) AT VARIOUS LOCATIONS**  
**City Project No. 12-11 / Federal-Aid Project No. HSIPL-5008(125)**

**This form shall be physically attached to Amendment to Professional Services Master Contract**

**ARTICLE VI TERMINATION**

- A. Termination of Contract  
See Section 8 of the Professional Services Master Contract.
- B. Liable Amount  
The maximum amount for which the Government shall be liable if this contract is terminated is for only those costs uncured up to termination of contract.

**ARTICLE VII FUNDING REQUIREMENTS**

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to the CITY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or the CITY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. The CITY has the option to void the contract under the 30-day cancellation clause, or by mutual agreement to amend the contract to reflect any reduction of funds.

**ARTICLE VIII CHANGE IN TERMS**

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. FIRM shall only commence work covered by an amendment/contract change order after the amendment/contract change order is executed and notification to proceed has been provided by the CITY's Project Manager.
- C. There shall be no change in FIRM's Project Manager or members of the project team, as listed in the approved Scope of Services, which is a part of this contract without prior written approval by the CITY's Project Manager.

**ARTICLE IX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

The following attachments are made to the contract and made a part of:

Amendment – KIMLEY-HORN AND ASSOCIATES, INC. – PROJECT NO. 12-11,  
 FEDERAL PROJECT NO. CML-5008 (125)

**Exhibit "C"**  
**Federal-Aid Consultant Contract Provisions**  
**INSTALLATION OF EMERGENCY VEHICLE PREEMPTION (EVP) AT VARIOUS LOCATIONS**  
**City Project No. 12-11 / Federal-Aid Project No. HSIPL-5008(125)**

**This form shall be physically attached to Amendment to Professional Services Master Contract**

- Exhibit 10-I " Notice to Proposers DBE Information"
- Exhibit 10-J "Standard Contract Provisions for Subconsultants/DBE Participation"
- Exhibit 15-H "Good Faith Effort"
- Exhibit 17-F "Final Report-Utilization of DBE's"

Firms must give consideration to DBE firms as specified in 23 CFR §172.5(b), 49 CFR, Part 26. If the contract has a DBE goal, FIRM must meet the goal by using DBEs as subconsultants or document a good faith effort to have met the goal. If a DBE subconsultant is unable to perform, FIRM must make a good faith effort to replace him/her with another DBE subconsultant if the goal is not otherwise met.

A DBE may be terminated only with written approval by the CITY and only for the reasons specified in 49 CFR 26.53 (f). Prior to requesting the CITY's consent for the proposed termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

**ARTICLE X COST PRINCIPLES**

- A. FIRM agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. FIRM also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to FIRM that are determined by subsequent audit to be unallowable under 49 CFR Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by FIRM to the CITY.

**ARTICLE XI CONTINGENT FEE**

FIRM warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by FIRM for the purpose of securing business. For breach or violation of this warranty, CITY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.



**Exhibit "C"**  
**Federal-Aid Consultant Contract Provisions**  
**INSTALLATION OF EMERGENCY VEHICLE PREEMPTION (EVP) AT VARIOUS LOCATIONS**  
**City Project No. 12-11 / Federal-Aid Project No. HSIPL-5008(125)**

**This form shall be physically attached to Amendment to Professional Services Master Contract**

**ARTICLE XII RETENTION OF RECORDS/AUDIT**

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; FIRM, subconsultants, and CITY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, CITY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of FIRM that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

**ARTICLE XIII DISPUTES**

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the CITY's Project Manager and Public Works Director, who may consider written or verbal information submitted by FIRM.
- B. Not later than 30 days after completion of all work, including deliverables necessary to complete the plan, specifications, and estimate, if applicable, under the contract, FIRM may request review by the CITY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse FIRM from full and timely performance in accordance with the terms of this contract.

**ARTICLE XIV AUDIT REVIEW PROCEDURES**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the CITY's Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, FIRM may request a review by the CITY's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by the CITY will excuse FIRM from full and timely performance, in accordance with the terms of this contract.
- D. For contracts totaling \$150,000 or greater, FIRM and subconsultants' contracts, including Scope of Services and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public

Amendment – KIMLEY-HORN AND ASSOCIATES, INC. – PROJECT NO. 12-11,  
 FEDERAL PROJECT NO. CML-5008 (125)

**Exhibit "C"****Federal-Aid Consultant Contract Provisions****INSTALLATION OF EMERGENCY VEHICLE PREEMPTION (EVP) AT VARIOUS LOCATIONS  
City Project No. 12-11 / Federal-Aid Project No. HSIPL-5008(125)**

**This form shall be physically attached to Amendment to Professional Services Master Contract**

accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, Scope of Services and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is FIRM's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, Scope of Services, and ICR shall be adjusted by FIRM and approved by CITY project manager to conform to the audit or review recommendations. FIRM agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by the CITY at its sole discretion. Refusal by FIRM to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

**ARTICLE XV SUBCONTRACTING**

- A. FIRM shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the CITY's Public Works Director, except that, which is expressly identified in the approved Scope of Services.
- B. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- C. Any substitution of subconsultants must be approved in writing by the CITY's Project Manager prior to the start of work by the subconsultant.

**ARTICLE XVI EQUIPMENT PURCHASE**

- A. Prior authorization in writing, by the CITY's Project Manager shall be required before FIRM enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or FIRM services. FIRM shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in FIRM's Scope of Services and exceeding \$5,000 prior authorization by the CITY's Project Manager; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "FIRM shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the CITY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, FIRM may either keep the equipment and credit the CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CITY procedures; and credit the CITY in an amount equal to

Amendment – KIMLEY-HORN AND ASSOCIATES, INC. – PROJECT NO. 12-11,  
FEDERAL PROJECT NO. CML-5008 (125)



**Exhibit "C"**  
**Federal-Aid Consultant Contract Provisions**  
**INSTALLATION OF EMERGENCY VEHICLE PREEMPTION (EVP) AT VARIOUS LOCATIONS**  
**City Project No. 12-11 / Federal-Aid Project No. HSIPL-5008(125)**

**This form shall be physically attached to Amendment to Professional Services Master Contract**

the sales price. If FIRM elects to keep the equipment, fair market value shall be determined at FIRM's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the CITY and FIRM, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the CITY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

- D. All subcontracts in excess \$25,000 shall contain the above provisions.

**ARTICLE XVII INSPECTION OF WORK**

FIRM and any subconsultant shall permit the CITY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

**ARTICLE XVIII SAFETY**

- A. FIRM shall comply with OSHA regulations applicable to FIRM regarding necessary safety equipment or procedures. FIRM shall comply with safety instructions issued by the CITY Safety Officer and other CITY representatives. FIRM personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, the CITY has determined that such areas are within the limits of the project and are open to public traffic. FIRM shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. FIRM shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. FIRM must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

**ARTICLE XIX INSURANCE**

See Section 13 of the Amendment to Professional Services Master Contract.

Amendment – KIMLEY-HORN AND ASSOCIATES, INC. – PROJECT NO. 12-11,  
 FEDERAL PROJECT NO. CML-5008 (125)

**Exhibit "C"**  
**Federal-Aid Consultant Contract Provisions**  
**INSTALLATION OF EMERGENCY VEHICLE PREEMPTION (EVP) AT VARIOUS LOCATIONS**  
**City Project No. 12-11 / Federal-Aid Project No. HSIPL-5008(125)**

**This form shall be physically attached to Amendment to Professional Services Master Contract**

**ARTICLE XX OWNERSHIP OF DATA**

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in the CITY; and no further contract will be necessary to transfer ownership to the CITY. FIRM shall furnish the CITY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. FIRM is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by the CITY of the machine-readable information and data provided by FIRM under this contract; further, FIRM is not liable for claims, liabilities, or losses arising out of, or connected with any use by the CITY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by FIRM.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. The CITY may permit copyrighting reports or other contract products. If copyrights are permitted; the contract shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

**ARTICLE XXI CLAIMS FILED BY THE CITY'S CONSTRUCTION CONTRACTOR**

- A. If claims are filed by the CITY's construction contractor relating to work performed by FIRM's personnel, and additional information or assistance from FIRM's personnel is required in order to evaluate or defend against such claims; FIRM agrees to make its personnel available for consultation with the CITY's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. FIRM's personnel that the CITY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from the CITY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for FIRM's personnel services under this contract.
- C. Services of FIRM's personnel in connection with the CITY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

**Exhibit "C"**  
**Federal-Aid Consultant Contract Provisions**  
**INSTALLATION OF EMERGENCY VEHICLE PREEMPTION (EVP) AT VARIOUS LOCATIONS**  
**City Project No. 12-11 / Federal-Aid Project No. HSIPL-5008(125)**

**This form shall be physically attached to Amendment to Professional Services Master Contract**

- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

**ARTICLE XXII CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to the CITY's operations, which are designated confidential by the CITY and made available to FIRM in order to carry out this contract, shall be protected by FIRM from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by the CITY relating to the contract, shall not authorize FIRM to further disclose such information, or disseminate the same on any other occasion.
- C. FIRM shall not comment publicly to the press or any other media regarding the contract or the CITY's actions on the same, except to CITY's staff, FIRM's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. FIRM shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the CITY, and receipt of the CITY's written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. As it relates to the preparation of plans, specifications and estimates, if applicable:  
 All information related to the construction estimate is confidential, and shall not be disclosed by FIRM to any entity other than the CITY.

**ARTICLE XXIII NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code Section 10296, FIRM hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against FIRM within the immediately preceding two-year period, because of FIRM's failure to comply with an order of a federal court that orders FIRM to comply with an order of the National Labor Relations Board.

**ARTICLE XXIV EVALUATION OF FIRM**

FIRM's performance will be evaluated by the CITY. A copy of the evaluation will be sent to FIRM for comments. The evaluation together with the comments shall be retained as part of the contract record.

Amendment – KIMLEY-HORN AND ASSOCIATES, INC. – PROJECT NO. 12-11,  
 FEDERAL PROJECT NO. CML-5008 (125)



**Exhibit "C"**  
**Federal-Aid Consultant Contract Provisions**  
**INSTALLATION OF EMERGENCY VEHICLE PREEMPTION (EVP) AT VARIOUS LOCATIONS**  
**City Project No. 12-11 / Federal-Aid Project No. HSIPL-5008(125)**

**This form shall be physically attached to Amendment to Professional Services Master Contract**

**ARTICLE XXV STATEMENT OF COMPLIANCE**

- A. FIRM's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that FIRM has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, firm and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Firm and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Firm and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Firm and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Contract.

**ARTICLE XXVI DEBARMENT AND SUSPENSION CERTIFICATION**

- A. FIRM's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that FIRM has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the CITY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining FIRM responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

Amendment – KIMLEY-HORN AND ASSOCIATES, INC. – PROJECT NO. 12-11,  
 FEDERAL PROJECT NO. CML-5008 (125)

**Exhibit "C"**  
**Federal-Aid Consultant Contract Provisions**  
**INSTALLATION OF EMERGENCY VEHICLE PREEMPTION (EVP) AT VARIOUS LOCATIONS**  
**City Project No. 12-11 / Federal-Aid Project No. HSIPL-5008(125)**

**This form shall be physically attached to Amendment to Professional Services Master Contract**

**ARTICLE XXVII STATE PREVAILING WAGE RATES**

- A. FIRM shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

**ARTICLE XXVIII CONFLICT OF INTEREST**

- A. FIRM shall disclose any financial, business, or other relationship with the CITY that may have an impact upon the outcome of this contract, or any ensuing CITY construction project. FIRM shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing CITY construction project, which will follow.
- B. FIRM hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. FIRM hereby certifies that neither FIRM, nor any firm affiliated with FIRM will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

**ARTICLE XXIX REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

FIRM warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any CITY employee. For breach or violation of this warranty, the CITY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

**Exhibit "C"**  
**Federal-Aid Consultant Contract Provisions**  
**INSTALLATION OF EMERGENCY VEHICLE PREEMPTION (EVP) AT VARIOUS LOCATIONS**  
**City Project No. 12-11 / Federal-Aid Project No. HSIPL-5008(125)**

This form shall be physically attached to Amendment to Professional Services Master Contract

**ARTICLE XXX PROHIBITION OF EXPENDING CITY, STATE OR FEDERAL FUNDS FOR LOBBYING**

- A. FIRM certifies to the best of his or her knowledge and belief that:
1. No state, federal or City appropriated funds have been paid, or will be paid by-or-on behalf of FIRM to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
  2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; FIRM shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. FIRM also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

**ARTICLE XXXI NOTIFICATION**

See Section 10-Notices of the Professional Services Master Contract.

**ARTICLE XXXII CONTRACT**

Refer to the Amendment to Professional Services Master Contract.

**ARTICLE XXXIII SIGNATURES**

Refer to the Amendment to Professional Services Master Contract.

Amendment – KIMLEY-HORN AND ASSOCIATES, INC. – PROJECT NO. 12-11,  
 FEDERAL PROJECT NO. CML-5008 (125)



## EXHIBIT 10-F CERTIFICATION OF LOCAL AGENCY, COMMISSIONS &amp; FEES

I HEREBY CERTIFY that I am the City Traffic Engineer, and duly authorized representative of the Agency CITY OF STOCKTON, whose address is 22 E. Weber Avenue STOCKTON, CA 95202, and that, except as hereby expressly stated, neither I nor the above Agency that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this contract.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this contract involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

2/13/14  
(Date)

  
(Signature)

Distribution: 1) Local Agency Project File (Original & Contract)  
2) DLAE (with contract copy)

## EXHIBIT 10-F CERTIFICATION OF CONSULTANT, COMMISSIONS &amp; FEES

I HEREBY CERTIFY that I am the Vice President, and duly authorized representative of the firm of Kimley-Horn and Associates, Inc., whose address is 1300 Clay Street, Oakland, CA 94612, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this contract.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this contract involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

12/11/2013

(Date)



(Signature)

Distribution: 1) Local Agency Project File (Original & Contract)  
2) DLAE (with contract copy)

**EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION**

The Agency has established a DBE goal for this Contract of 4.17 %

OR

The Agency has not established a goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract.

**1. TERMS AS USED IN THIS DOCUMENT**

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

**2. AUTHORITY AND RESPONSIBILITY**

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

**3. SUBMISSION OF DBE INFORMATION**

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

**4. DBE PARTICIPATION GENERAL INFORMATION**

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
  - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
  - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

## 5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
  - 1. Click on the link in the left menu titled *Disadvantaged Business Enterprise*;
  - 2. Click on Search for a DBE Firm link;
  - 3. Click on *Access to the DBE Query Form* located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

## 6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the

purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.



**EXHIBIT 10-J STANDARD CONTRACT PROVISIONS FOR SUBCONSULTANT/DBE PARTICIPATION****1. Subconsultants**

- A. Nothing contained in this Contract or otherwise, shall create any contractual relation between the Agency and any subconsultants, and no subcontract shall relieve the Consultant of his/her responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the Agency for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its subconsultants is an independent obligation from the Agency's obligation to make payments to the Consultant.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Contract, shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.
- C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to the Consultant by the Agency.
- D. Any substitution of subconsultants must be approved in writing by the Agency's Contract Administrator in advance of assigning work to a substitute subconsultant.

**2. Disadvantaged Business Enterprise (DBE) Participation**

- A. This Contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. If the contract has a DBE goal, the Consultant must meet the goal by committing DBE participation or document a good faith effort to meet the goal. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met. A DBE is a firm meeting the definition of a DBE as specified in 49 CFR.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the local agency deems appropriate.
- D. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- E. A DBE may be terminated only with prior written approval from the local agency and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting local agency consent for the termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).



**3. Performance of DBE Consultant and other DBE Subconsultants/Suppliers**

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing; and other relevant factors.
- B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- C. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Contract with its own work force, or the DBE subcontracts a greater portion of the work of the Contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

**4. Prompt Payment of Funds Withheld to Subconsultants**

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.  
*(Local agency to include either B, C, or D below; delete the other two.)*
- B. No retainage will be withheld by the Agency from progress payments due the prime Consultant. Retainage by the prime Consultant or subconsultants is prohibited, and no retainage will be held by the prime Consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime Consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime Consultants and subconsultants.
- C. No retainage will be held by the Agency from progress payments due the prime Consultant. Any retainage held by the prime Consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime Consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

- D. The Agency shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime consultant based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

#### **5. DBE Records**

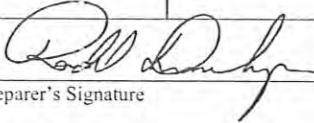
- A. The Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants," CEM-2402F (Exhibit 17-F, Chapter 17, of the LAPM), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25 percent of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

#### **6. DBE Certification and Decertification Status**

If a DBE subconsultant is decertified during the life of the Contract, the decertified subconsultant shall notify the Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify the Consultant in writing with the date of certification. Any changes should be reported to the Agency's Contract Administrator within 30 days.

**EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT**

(Inclusive of all DBEs listed at bid proposal. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section			
1. Local Agency Name: <u>City of Stockton</u>			
2. Project Location: <u>At various locations Project No. 12-11, Federal Project No. 5008 (125)</u>			
3. Project Description: <u>Installation of Emergency Vehicle Pre-emption (EVP) at Various Locations, and other traffic signal improvements</u>			
4. Consultant Name: <u>Kimley-Horn and Associates, Inc.</u>			
5. Contract DBE Goal %: <u>4.17%</u>			
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
C8703 Traffic Engineering	Wiltec, Moses R. Wilson (626) 564-1944 610 N. Lake Avenue, Pasadena, CA 91105	8440	4.67% <i>(*EXCEEDS Goal)</i>
<b>Local Agency to Complete this Section</b>		10. Total % Claimed	<u>4.67 %</u>
16. Local Agency Contract Number: _____			
17. Federal-aid Project Number: _____		 11. Preparer's Signature	
18. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:		Randal R. Durrenberger, P.E. 12. Preparer's Name (Print)	
19. Local Agency Representative Name (Print) _____		Vice President 13. Preparer's Title	
20. Local Agency Representative Signature _____	21. Date _____	12/11/2013      (510) 625-0712 14. Date                      15. (Area Code) Tel. No.	
22. Local Agency Representative Title _____	23. (Area Code) Tel. No. _____		

Distribution: (1) Original – Consultant submits to local agency with proposal  
(2) Copy – Local Agency files

## INSTRUCTIONS - CONSULTANT PROPOSAL DBE COMMITMENT

### Consultant Section

*The Consultant shall:*

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
4. **Consultant Name** - Enter the consultant's firm name.
5. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
6. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
7. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
8. **DBE Cert. Number** - Enter the DBEs Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
9. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
10. **Total % Claimed** – Enter the total DBE participation claimed. If the Total % Claimed is less than item "6. Contract DBE Goal", an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H *DBE Information - Good Faith Efforts* of the LAPM).
11. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
12. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
13. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
14. **Date** - Enter the date this section of the form is signed by the preparer.
15. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

### Local Agency Section:

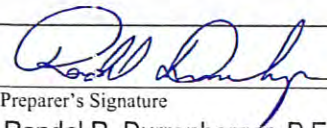
*The Local Agency representative shall:*

16. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
17. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
18. **Contract Execution Date** - Enter date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
19. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
20. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
21. **Date** - Enter the date the Local Agency Representative signs the form.
22. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
23. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.



## EXHIBIT 10-02 CONSULTANT CONTRACT DBE INFORMATION

(Inclusive of all DBEs listed at contract award. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section			
1. Local Agency Name: <u>City of Stockton</u>			
2. Project Location: <u>At various locations Project No. 12-11, Federal Project No. 5008 (125)</u>			
3. Project Description: <u>Installation of Emergency Vehicle Pre-emption (EVP) at Various Locations, and other traffic signal improvements</u>			
4. Total Contract Award Amount: \$ <u>75,000</u>			
5. Consultant Name: <u>Kimley-Horn and Associates, Inc.</u>			
6. Contract DBE Goal %: <u>4.17%</u>			
7. Total Dollar Amount for <u>all</u> Subconsultants: \$ <u>3,500</u>			
8. Total Number of <u>all</u> Subconsultants: <u>(1) one</u>			
Award DBE/DBE Information			
9. Description of Services to be Provided	10. DBE/DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
C8703 Traffic Engineering	Wiltec, Moses R. Wilson (626) 564-1944 610 N. Lake Avenue, Pasadena, CA 91105	8440	\$3,500
Local Agency to Complete this Section		13. Total Dollars Claimed	\$ <u>3,500</u>
20. Local Agency Contract Number: _____		14. Total % Claimed	<u>4.67</u> %
21. Federal-aid Project Number: _____			
22. Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
23. Local Agency Representative Name (Print) _____			
24. Local Agency Representative Signature _____	25. Date _____		
26. Local Agency Representative Title _____	27. (Area Code) Tel. No. _____		
Caltrans to Complete this Section		15. Preparer's Signature 	
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:		16. Preparer's Name (Print) Randal R. Durrenberger, P.E.	
28. DLAE Name (Print) _____		17. Preparer's Title Vice President	
29. DLAE Signature _____	30. Date _____	18. Date <u>12/11/2013</u>	19. (Area Code) Tel. No. <u>(510) 625-0712</u>

- Distribution: (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.  
 (2) Copy – Include in award package sent to Caltrans DLAE  
 (3) Original – Local agency files

**INSTRUCTIONS - CONSULTANT CONTRACT AWARD DBE INFORMATION****Consultant Section***The Consultant shall:*

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
5. **Consultant Name** - Enter the consultant's firm name.
6. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
7. **Total Dollar Amount for all Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
8. **Total number of all subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
9. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
11. **DBE Cert. Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE, and include DBEs that are not identified as subconsultants on the Exhibit 10-O1 *Consultant Proposal DBE Commitment* form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed** – Enter the total dollar amounts for column 13.
14. **Total % Claimed** – Enter the total DBE participation claimed for column 13. SUM = (item "14. Total Participation Dollars Claimed" divided by item "4. Total Contract Award Amount"). If the Total % Claimed is less than item "6. Contract DBE Goal", an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H *DBE Information - Good Faith Efforts* of the LAPM).
15. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
16. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

**Local Agency Section:***The Local Agency representative shall:*

20. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
23. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
24. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
25. **Date** - Enter the date the Local Agency Representative signs the form.
26. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
27. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

**Caltrans Section:***Caltrans District Local Assistance Engineer (DLAE) shall:*

28. **DLAE Name (Print)** – Clearly enter the name of the DLAE.
29. **DLAE Signature** – DLAE must sign this section of the form to certify that it has been reviewed for completeness.
30. **Date** - Enter the date that the DLAE signs this section the form.



---

**EXHIBIT 10-P NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies by signing and submitting this proposal/bid to the best of his or her knowledge and belief that:


- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his/her proposal/bid that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p><b>1. Type of Federal Action:</b></p> <p><input type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p><input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p><b>3. Report Type:</b></p> <p><input type="checkbox"/> a. initial  <input type="checkbox"/> b. material change</p> <p><b>For Material Change Only:</b>  year _____ quarter _____  date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity</b></p> <p><input type="checkbox"/> Prime      <input type="checkbox"/> Subawardee  Tier _____, if known</p> <p>Congressional District, if known _____</p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p>Congressional District, if known _____</p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p>	
<p><b>10. Name and Address of Lobby Entity</b>  (If individual, last name, first name, MI)</p> <p>(attach Continuation Sheet(s) if necessary)</p>	<p><b>11. Individuals Performing Services</b> (including address if different from No. 10a)  (last name, first name, MI)</p>	
<p><b>12. Amount of Payment (check all that apply)</b></p> <p>\$ _____ <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>	<p><b>14. Type of Payment (check all that apply)</b></p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time fee  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other, specify _____</p>	
<p><b>13. Form of Payment (check all that apply):</b></p> <p><input type="checkbox"/> a. cash  <input type="checkbox"/> b. in-kind; specify: nature _____  Value _____</p>	<p><b>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</b></p> <p>(attach Continuation Sheet(s) if necessary)</p>	
<p><b>16. Continuation Sheet(s) attached:</b>    Yes <input type="checkbox"/>    No <input type="checkbox"/></p>	<p><b>17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>	
<p>Signature: <u></u></p> <p>Print Name: <u>Randal R. Durrenberger, P.E.</u></p> <p>Title: <u>Vice President</u></p> <p>Telephone No.: <u>(510) 625-0712</u>    Date: <u>12/11/2013</u></p>		
<p>Authorized for Local Reproduction Standard Form - LLL</p>		
<p><b>Federal Use Only:</b></p>		

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

## INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

**EXHIBIT 10-V NON-DISCRIMINATION CLAUSE**

(To be included in Consultant Contract)

NON-DISCRIMINATION CLAUSE

During the performance of this Contract, Consultant and its subconsultant shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.



EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)

PART I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name Wiltec	Phone (626) 564-1944	<input checked="" type="checkbox"/> < \$1 million	C8703 - Traffic Engineering	<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
Address 610 North Lake Avenue	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
City State ZIP Pasadena, CA 91101		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
Address	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
City State ZIP		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
Address	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
City State ZIP		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
Address	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
City State ZIP		<input type="checkbox"/> > \$15 million		

Distribution: 1) Original - Local Agency File

EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)

PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
<i>Name</i> *none*	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)

Distribution: 1) Original – Local Agency File



**DEBARMENT AND SUSPENSION CERTIFICATION**

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

None.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.



---

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. 5008 (125) Bid Opening Date November 7, 2013

The City of Stockton established a Disadvantaged Business Enterprise (DBE) goal of 4.17 % for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

**N/A - DBE goal achieved**

- C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Names, addresses and phone numbers of firms selected for the work above:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**N/A - DBE goal achieved**



- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

---



---



---

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
<hr/>		
<hr/>		

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

---



---

**NOTE:** USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

**N/A - DBE goal achieved**



# City of Stockton

## Legislation Details (With Text)

File #: 14-0376 Version: 1  
 Type: Consent Status: Agenda Ready  
 In control: City Council/Successor Agency to the  
 Redevelopment Agency/Public Financing  
 AuthorityConcurrent

Attachments: [Attachment A - Vicinity Map - Sierra Vista](#)  
[Attachment B - Aerial Map - Sierra Vista](#)  
[Proposed Resolution Sierra Vista](#)  
[Exhibit 1 - Map Sierra Vista](#)  
[Exhibit 2 - Legal Sierra Vista](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

### SUMMARY VACATION OF DRAINAGE EASEMENT WITHIN THE SIERRA VISTA HOUSING PROJECT

#### RECOMMENDATION

It is recommended that the City Council adopt a resolution for the summary vacation of a drainage easement located south of Twelfth Street within the Sierra Vista Housing Project.

#### Summary

The proposed vacation area is located south of Twelfth Street and north of Thirteenth Street within the Sierra Vista Housing Project (Attachment A - Vicinity Map and Attachment B - Aerial Map). The applicant, Housing Authority of the County of San Joaquin, is requesting this vacation as this drainage easement has not been used for many years and was only intended for use by the Sierra Vista housing project. The fee ownership of the easement area is in the name of the Housing Authority and it now wishes to incorporate this area into its facility. Presently, there are other utilities in the proposed vacation area and there is an existing street and highway easement which protects their rights.

#### DISCUSSION

The Housing Authority of the County of San Joaquin presently owns the Sierra Vista Housing Project located off of Tenth Street just east of Airport Way. The Housing Authority has operated the project since the 1950's for the purpose of providing low income housing. The project area was originally to be subdivided for housing and the streets and public service easements were dedicated to the City. The proposed vacation area is one of the easements that was dedicated to the City to serve as a drainage area for the subdivision. With the development of the Housing Project, the drainage area was no longer needed, but was never abandoned. The Housing Authority would now like to incorporate the easement area into the housing project to provide better security for its residents, as well as its neighbors to the south. The City currently maintains the easement area under the street

maintenance program and the vacation will reduce that cost.

All City Departments and local utilities were notified of the proposed vacation at this site. The City of Stockton Municipal Utilities Department verified that the drainage easement is not needed and that it has not been used for the last five years. The other utilities located on a portion of the proposed vacation area are protected by other recorded easements and will not be affected by the proposed vacation.

This proposed vacation may be performed as a summary vacation under Section 8333 of the Street and Highways Code and a public hearing is not required. This code section allows that:

The legislative body of a local agency may summarily vacate a public service easement if the easement has not been used for the purpose for which it was dedicated or acquired for five consecutive years immediately preceding the proposed vacation.

Title to the vacation area is vested in Housing Authority of the County of San Joaquin. The only property owner affected by this vacation area is the requesting owner.

#### ENVIRONMENTAL CLEARANCE

It has been determined by the Community Development Department that this action/project is exempt from the requirements of the California Environmental Quality Act (CEQA) and is granted a "Statutory Exemption" under Article 18 and, specifically, by Section(s) 15301, Class 1 of the State CEQA Guidelines. In accordance with Section 65402 of the Government Code, the Community Development Department further determined that this activity/project conforms to the City's General Plan Policy Document, as amended.

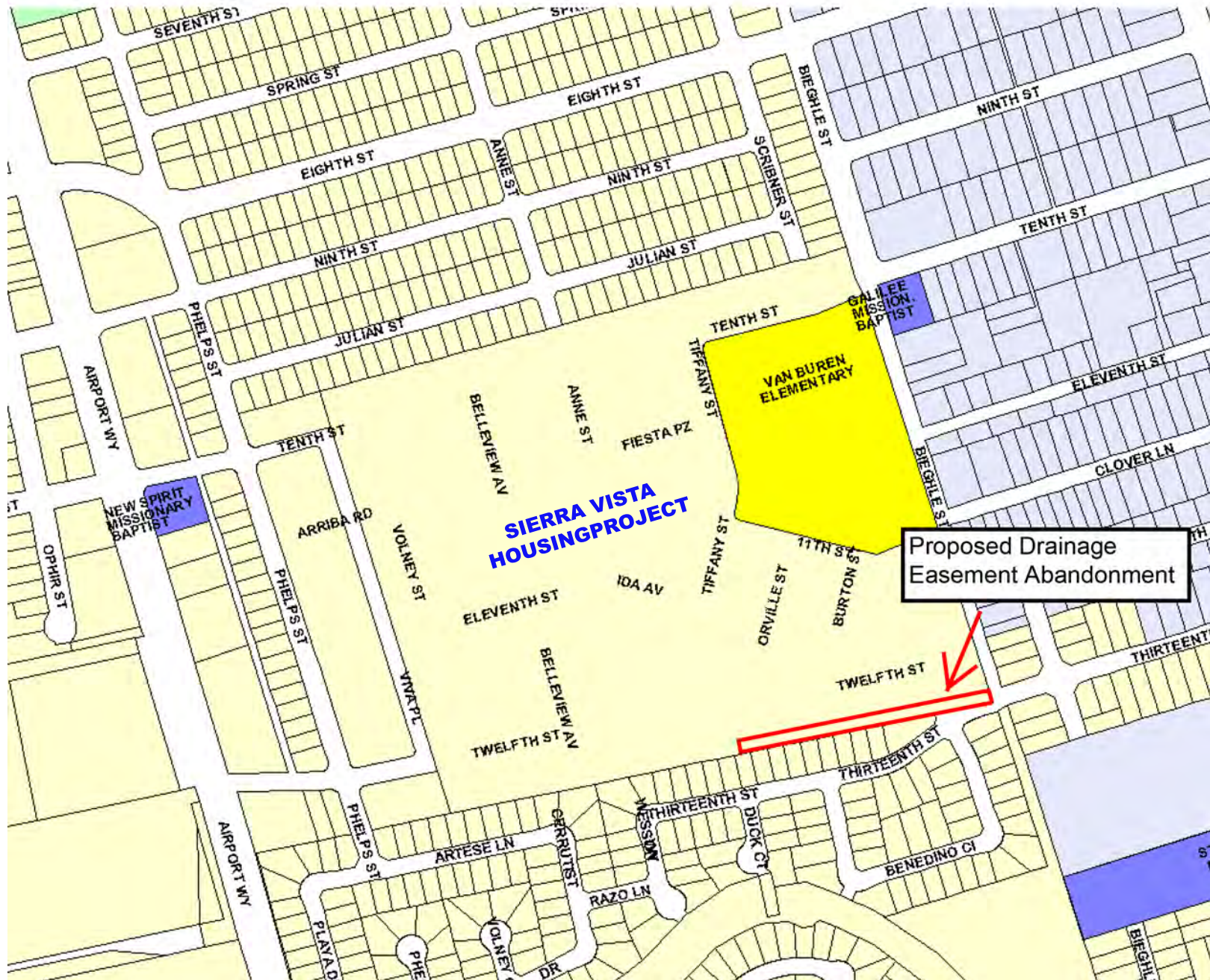
#### FINANCIAL SUMMARY

The Municipal Utilities Department has agreed to pay for any necessary costs from the 2012 Sanitary Sewer Rehabilitation Project, Project No. M09027, account number 437-7702-670.10-10 to process this vacation. The fees were agreed to as reciprocation for access to the Housing Authority property for sewer line repairs.

Attachment A - Vicinity Map

Attachment B - Aerial Map





Proposed Drainage Easement Abandonment







When Recorded Return to:  
CITY CLERK'S OFFICE  
CITY HALL  
425 N. El Dorado Street  
Stockton, CA 95202

**Resolution No.**

## **STOCKTON CITY COUNCIL**

---

### **RESOLUTION AUTHORIZING SUMMARY VACATION AND ABANDONMENT OF A DRAINAGE EASEMENT LOCATED IN THE SIERRA VISTA HOUSING PROJECT**

The drainage easement (more particularly described in the map and legal description attached hereto as Exhibits 1 and 2 and incorporated herein by this reference), which is to be summarily vacated and abandoned by this resolution, is vested in Housing Authority of the County of San Joaquin; and

The proposed abandonment area is eligible for consideration as a summary vacation pursuant to Streets and Highways Code section 8333 without the requirement of a public hearing; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. This action is taken pursuant to Chapter 4 of Part 3 of the California Streets and Highways Code section 8330, et seq., the Summary Vacation Procedure of the Public Streets, Highways, and Service Easements Vacation Law.

2. It is hereby found and determined that the subject property meets the criteria set forth in the Streets and Highways Code section 8333:

The legislative body of a local agency may summarily vacate a public service easement if the easement has not been used for the purpose for which it was dedicated or acquired for five consecutive years immediately preceding the proposed vacation.

3. The summary vacation and abandonment of the drainage easement, more particularly described in the attached Exhibits 1 and 2, is authorized and approved and hereby declared abandoned.

4. Recordation of a certified copy of this resolution is hereby authorized, with the effective date of the vacation of the above-described area to be the date of recordation of the certified copy of this resolution in the land records office of San Joaquin County, and, on said date, the subject abandonment area shall no longer constitute a street pursuant to the provisions of the Streets and Highways Code section 8336.



5. Fee title to the abandonment area is vested in:

Housing Authority of the County of San Joaquin

6. All City departments and local utilities have been notified and there are no objections to the proposed abandonment.

7. In accordance with Section 65402 of the Government Code, this project/activity has been determined to conform to the City's General Plan Policy Document, as amended.

8. This project is statutorily exempt under the State CEQA Guidelines as specified in Section(s) 15301, Class 1 of the State CEQA Guidelines.

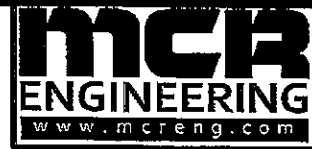
9. The City Manager is hereby authorized to execute the documents necessary, if any, to carry out the purposes hereof.

PASSED, APPROVED and ADOPTED May 6, 2014.

\_\_\_\_\_  
ANTHONY SILVA, Mayor  
of the City of Stockton

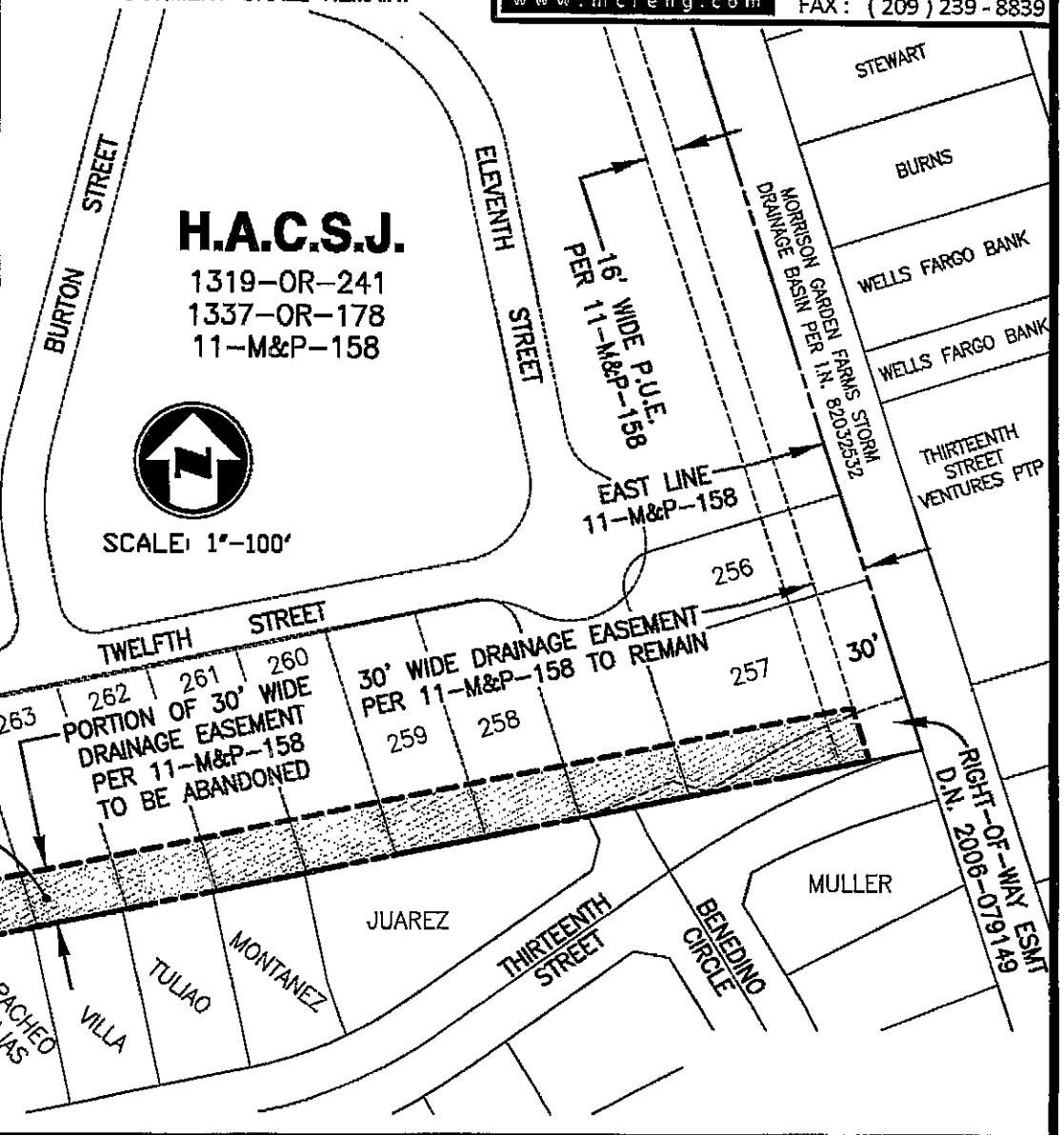
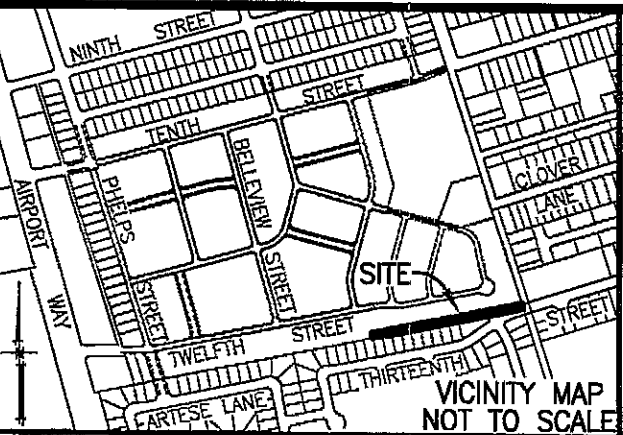
ATTEST:

\_\_\_\_\_  
BONNIE PAIGE  
City Clerk of the City of Stockton



MCR ENGINEERING, INC.  
 1242 DUPONT COURT  
 MANTECA, CA 95336  
 TEL: (209) 239-6229  
 FAX: (209) 239-8839

ALL EXISTING EASEMENTS OF RECORD WITHIN THE DESCRIBED 30' WIDE DRAINAGE EASEMENT ABANDONMENT SHALL REMAIN.



**30' WIDE DRAINAGE ESMT. PER 11-M&P-158 TO BE ABANDONED**

CITY OF STOCKTON  
 DEPARTMENT OF PUBLIC WORKS

NO.	REV. DATE	BY	APPR'D.
1	1/7/14	DB	DFB
DWG. BY		DB	
CH. BY		DFB	
SCALE		AS-SHOWN	

APPROVED BY: *[Signature]*  
 DATE: 5/27/14  
 CITY ENGINEER: *[Signature]*  
 DRAWING NO. 1 OF 1

4639A

Exhibit 1

## LEGAL DESCRIPTION

### PORTION OF THE 30' WIDE DRAINAGE EASEMENT TO BE ABANDONED

A portion of that 30.00-foot wide Drainage Easement as shown on that certain map of Tract No. 127, Subdivisions of San Joaquin County, Seven Oaks Unit No. 2, filed for record in Book 11 of Maps and Plats, Page 158, San Joaquin County Records, lying over and across that real property situate in the City of Stockton, San Joaquin County, State of California, lying within a portion of Sections 34 and 35 of the C.M. Weber Grant, "El Rancho Del Campo De Los Franceses", being more particularly described as follows:

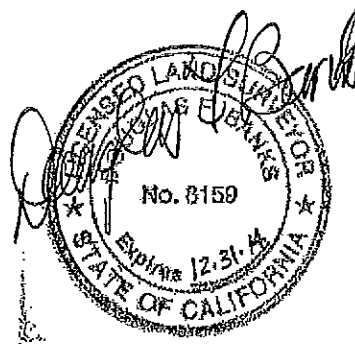
All that portion of said 30.00-foot wide Drainage Easement, lying over and across the southerly portion of Lots 257 through 290 as shown on last said map, lying 30.00 feet west (measured at right angles) of the east line of said Lot 257, also being the east line of said Tract No. 127, Subdivisions of San Joaquin County, Seven Oaks Unit No. 2.

All easements of record within the above-described 30' wide drainage easement abandonment shall remain.

A plat (Exhibit "B") showing the above described areas is attached hereto and made a part thereof.

Containing 0.529 acre, more or less.

Dated: 1.7.14







# City of Stockton

## Legislation Details (With Text)

File #: 14-0377 Version: 1  
 Type: Consent Status: Agenda Ready  
 In control: City Council/Successor Agency to the  
 Redevelopment Agency/Public Financing  
 AuthorityConcurrent

Attachments: [Attachment A - Proposed Projects - ATP Grant Program 2014](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

### GRANT APPLICATIONS - STATEWIDE ACTIVE TRANSPORTATION PROGRAM 2014

#### RECOMMENDATION

It is recommended that the City Council approve a motion authorizing City staff to submit grant applications to the California Statewide and San Joaquin Council of Governments (SJCOG) Active Transportation Program (ATP) call for projects. It is further recommended that the motion authorize the City Manager or his designee to execute associated agreements, and undertake additional financial actions that may be appropriate to accept, receive, and spend any grant funding resulting from these applications.

#### Summary

The ATP is a new California State grant program created in 2013 by Senate Bill 99 and Assembly Bill 101. The ATP funds projects aimed at increasing bicycling and walking, safety and mobility of non-motorized users, reducing greenhouse gas emissions, enhancing public health, and ensuring that disadvantaged communities fully share in the benefits of the program. Agencies who receive ATP funding must comply with all applicable federal transportation regulations.

Caltrans administers a portion of the funds on behalf of the California Transportation Commission (CTC). Caltrans issued a call for projects requesting ATP funding on March 21, 2014. The minimum grant request is \$250,000; there is no maximum request amount or cap on the number of applications that can be submitted. ATP will fund infrastructure or non-infrastructure projects. An 11.47 percent local match is required, except for projects in disadvantaged communities, Safe Routes to School projects, and stand-alone non-infrastructure projects. Public Works' staff proposes to submit 19 project applications to Caltrans worth more than \$19 million. Fifteen of these projects worth \$17.5 million may be exempt from the local match requirement and will be submitted for 100 percent grant funding. The application deadline is May 21, 2014. Funding will be available as early as fiscal year 2014-15. Staff will return to Council to request necessary appropriations for any required matching funds, once specific project awards are known.

#### DISCUSSION

#### Background

The ATP is a new California State grant program created in 2013 by Senate Bill 99 and Assembly Bill 101. Caltrans is administering the call for projects on behalf of the CTC.

The program is funded through a blend of State and federal funding sources that combined the old Safe Routes to School, Recreational Trails, and Transportation Enhancement programs. All projects awarded ATP funding must comply with federal transportation regulations. A local hire or vendor preference is not allowed under federal regulations.

The ATP funding available Statewide for 2014 is \$360 million. This funding is statutorily split to provide three competitive funding opportunities as follows: 50 percent (\$180M) Statewide; 40 percent (\$144M) to large urban regions through Metropolitan Planning Organizations (MPOs); and 10 percent (\$36M) to small urban and rural communities.

The ATP encourages bicycling and walking, especially for children traveling to school, and for residents of disadvantaged communities. The ATP specifically prioritizes funding toward disadvantaged communities, Safe Routes to School projects, non-infrastructure projects (programs), and Recreational Trails projects.

There will be two separate calls for projects: the current one at the State level, and a subsequent one at the MPO level. Those projects not funded through the Statewide competition are mandated to be considered under the regional MPO call for projects. The City's MPO is SJCOG. SJCOG has indicated it intends to issue a call for projects sometime during summer 2014, after the CTC approves its program guidelines on June 25, 2014.

The goals of the ATP are to:

- Increase the proportion of trips accomplished by biking and walking
- Increase the safety and mobility of non-motorized users
- Advance the active transportation efforts of regional agencies to achieve established greenhouse gas reduction goals
- Enhance public health through the use of programs and/or projects
- Ensure that disadvantaged communities fully share in the benefits of the program
- Provide a broad spectrum of projects to benefit active transportation users

The ATP will fund infrastructure and non-infrastructure projects. Infrastructure projects can entail the planning, design, and/or construction of pedestrian and/or bicycle facilities. Non-infrastructure projects can consist of efforts that promote education, encouragement, enforcement, and planning of walking and bicycling activities. A combination of infrastructure and non-infrastructure projects is also allowed. Examples of eligible projects include: development of new bikeways and walkways that improve mobility; access, or safety for people who are on foot or bicycle; Safe Routes to School projects that specifically improve safety for children and encourage walking and bicycling on the trip to school; improvements to existing bikeways and walkways; conducting bicycle and/or pedestrian studies/assessments, or planning efforts to further future plans or projects.

### Present Situation

Caltrans issued a call for projects requesting ATP funding on March 21, 2014. Grant applications are due to Caltrans on May 21, 2014. The CTC is scheduled to adopt Caltrans' staff recommendations

for funding at their regular meeting on August 20, 2014. SJCOG indicated it intends to issue a call for projects after the State has announced its project awards sometime after June 25, 2014.

Public Works' staff has identified and reviewed candidate projects for ATP funding. Staff has also met with the Safe Routes to School Committee (which includes representatives from the School Districts), the Community Development Department, and the Economic Development Department/Housing Division to review and discuss potential projects. A representative from SJCOG has been involved with the process as well. As a result of the meetings, Public Works' staff proposes to submit applications for funding consideration under the ATP for the 19 projects shown in Attachment A.

The minimum grant request is \$250,000; there is no maximum request amount or cap on the number of applications that can be submitted. An 11.47 percent local match is required, except for projects in disadvantaged communities, Safe Routes to School projects, and stand-alone non-infrastructure projects. There are three factors by which the ATP identifies disadvantaged communities; one is based on median household income within the project area. The other two are based on environmental health, including air quality, or on percent of school students eligible to receive free or reduced-price meals. Projects that meet any of the criteria are eligible as a disadvantaged community. At least 15 of the proposed projects worth approximately \$17.5 million appear to meet the criteria for local match exemption, per the grant program guidelines. If all applications were approved for funding at the requested levels, less than \$200,000 would be needed for the local match portion.

The ATP program also encourages applicants to use the California Conservation Corps on projects where feasible and factors such use in the scoring of project applications. Due to the aggressive grant submittal deadline and the number of projects, applications are not yet complete and staff is presently refining the project scopes of work and cost estimates. Staff will also review and rate applications based on ATP guidelines and may adjust scopes and estimates to better position the projects for funding.

### FINANCIAL SUMMARY

No appropriations are required at this time, and there is no impact to the City's General Fund or to any other unrestricted fund as a result of taking the recommended actions. Funding received from both the Statewide and SJCOG ATP programs will be available as early as fiscal year 2014-15. Staff will return to Council to request necessary appropriations for any required matching funds, once specific project awards are known.

Attachment A - ATP Grant Program 2014 Proposed Projects

ATP Grant Program 2014  
Attachment A - Proposed Projects

Project #	Project Name/ Description	Scope of Work	Magnitude of Costs
1	Neighborhood Traffic Management Program	Funding for programmatic costs to coordinate with neighborhoods to install speed humps, roundabouts, and other traffic calming facilities to support safe walking and bicycling Citywide.	\$ 300,000
2	Bicycle Master Plan Update	Create Technical Action Committee and hire Consultant to oversee public outreach, data collection, analysis, and design of a new, updated Bicycle Master Plan.	\$ 600,000
3	* San Joaquin Trail	Landscape and irrigation for unimproved PG&E easement in existing greenbelt ped/bike trail. Includes exercise equipment, bike racks, benches, tables, and trash receptacles.	\$ 1,350,000
4	* March Lane/EBMUD Phase 2	Landscaping, widen existing bike path and add a separate decomposed gravel pedestrian walkway.	\$ 2,300,000
5	* Miner Avenue Downtown Improvement	Precise Road Plan and Design for upgrade of 10 blocks of Miner Avenue, reducing lanes from 4 to 2 lanes and using the space to add wider sidewalks, bike lanes, landscaping and other complete streets amenities.	\$ 3,300,000
6	* ADA Accessible Bridges	Some City bridges are not ADA or bicycle accessible. Install ramps to make ADA compliant.	\$ 400,000
7	* Push Button Detection at Bike Lanes	Install 66 bike push buttons at 38 signalized intersections to align with the 2012 Manual on Uniform Traffic Control Devices (MUTCD).	\$ 430,000
8	* Ped Improvements at 5 Downtown Crosswalks	Install Rectangular Rapid Flashing Beacons on mast arms, upgrade existing crosswalk signs/crosswalks and frontage improvements at five uncontrolled crossings in downtown to increase pedestrian and bicycle safety. Three of the crossings are on El Dorado Street (Main Street Promenade, at Channel, and at Lindsay) and two are on Center Street (at Channel and north of Parkers Alley). Both of these streets are major one-way arterial with at least three travel lanes.	\$ 1,000,000
9	* Ped Hybrid Signal on El Dorado at McKinley School	Install High-Intensity Activated crossWalk beacon (HAWK), Median Island w/Ped Refuge, HV Crosswalk, Rumble Strips at the high visibility crosswalk across the south leg of El Dorado at Ninth Street near McKinley Elementary School.	\$ 300,000
10	Pedestrian Safety Action Plan	A plan to identify capital projects to improve pedestrian safety in the community.	\$ 300,000
11	* Safe Routes to School Plan	A plan to identify barriers, capital projects and other mitigation efforts to encourage students to walk and bicycle to school in support of the "5 'E's" of Safe Routes (Evaluation, Engineering, Education, Encouragement, Enforcement).	\$ 400,000
12	* Ryde Pedestrian Bridge Retrofit	Retrofit existing bridge over Smith Canal that connects Ryde Avenue to Fontana Court. Project will include a new layout of an access path, cleaning up portions of the existing trail, adding lighting and security fencing/gates, and reinforcing the bridge foundations. This path and bridge are used by many students and connects to high-density residential neighborhoods.	\$ 500,000
13	* El Dorado Beautification - Final Phase	Pick-up where last project's funding could not cover full improvements approximately between Fulton to Calaveras: Reconstruct curb, gutter, sidewalks, and railings.	\$ 3,200,000
14	* Fremont Square/Fremont Park	Install oversized sidewalks using recycled material - a cross between Victory Park's usability mixed with a running track surface.	\$ 600,000
15	Sidewalks to School	Citywide sidewalk gap closures to encourage walking to schools.	\$ 800,000
16	* March/EBMUD & Calaveras River Bike Path Rehab	Feather River Drive to Pacific Avenue and Brookside to Cherokee.	\$ 2,300,000
17	Complete Streets Plan	Identify corridors for Complete Streets projects.	\$ 400,000
18	* Robinhood Drive & Claremont Avenue Bicycle Lane Installation	Road Diet and install bike lanes on Claremont Avenue from Bianchi Road to Robinhood Drive and install Bike Lanes on Robinhood Drive from El Dorado Street to Pershing Avenue.	\$ 800,000
19	* Pacific Avenue Sidewalk	Install sidewalk along west side of Pacific Avenue north of the Calaveras River Bridge.	\$ 300,000
<b>TOTAL MAGNITUDE OF COSTS</b>			<b>\$ 19,580,000</b>

\* Project may be exempt from the matching fund requirement.



# City of Stockton

## Legislation Details (With Text)

File #: 14-0379 Version: 1  
 Type: Consent Status: Agenda Ready  
 In control: City Council/Successor Agency to the  
 Redevelopment Agency/Public Financing  
 AuthorityConcurrent

Attachments: [Attachment A - Vicinity Map](#)  
[Attachment B - Amendment with Siegfried Engineering](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

APPROVE AMENDMENT TO PROFESSIONAL SERVICES MASTER CONTRACT WITH SIEGFRIED ENGINEERING, INC. FOR DESIGN OF THE SWAIN ROAD AND MONTAUBAN AVENUE ROUNDABOUT INSTALLATION (PROJECT NO. 13-15/FEDERAL PROJECT NO. CML-5008(129))

### RECOMMENDATION

It is recommended that the City Council approve a motion authorizing the City Manager to execute an Amendment to Professional Services Master Contract with Siegfried Engineering, Inc., in the amount of \$89,888, for design of the Swain Road and Montauban Avenue Roundabout Installation (Project No. 13-15/Federal Project No. CML-5008 (129)). It is further recommended that the motion authorize the City Manager to take appropriate actions to carry out the purpose and intent of this motion.

### Summary

The project will convert the existing four-way stop sign controlled intersection to a roundabout at Swain Road and Montauban Avenue. The project includes: upgrading corner improvements to bring the intersection up to Americans with Disabilities Act (ADA) standards for wheelchair accessibility, installation of fiber optic cable for a Pan-Tilt-Zoom camera, and installation of signs and striping. No right-of-way acquisition is required for this project. These upgrades will result in improved traffic safety, operations, and air quality, while reducing delays.

A federal grant has been awarded through the Congestion Mitigation and Air Quality (CMAQ) program for the design and construction of the project. The design phase is funded 100 percent by the CMAQ grant.

The proposed motion will amend the Professional Services Master Contract with Siegfried Engineering, Inc., of Stockton, CA, in the amount of \$89,888, for design services. It is anticipated that the design and environmental clearance for this project will be completed by the first quarter of 2015.

### DISCUSSION



## Background

Swain Road and Montauban Avenue are two important street corridors in north Stockton. Swain Road is an east-west, two-lane major collector, and Montauban Avenue is a north-south, four-lane major collector. The Swain Road and Montauban Avenue intersection is presently four-way stop controlled and carries 13,900 Average Daily Trips, with smaller vehicles being the primary users. There is an existing San Joaquin Regional Transit District bus route that travels on Montauban Avenue.

Capacity, mobility, and safety are top concerns at the Swain Road/Montauban Avenue intersection. In 2010, the residential neighborhood adjacent to the Swain Road/Montauban Avenue intersection submitted a request to be included in the City's Neighborhood Traffic Management Program. The neighborhood noted specific traffic and pedestrian issues at the intersection and suggested a traffic circle as a possible solution. A review of the intersection confirmed that the installation of a roundabout could mitigate and/or reduce traffic issues and risks to pedestrians. The intersection meets the warrants for signalization, and is on the City's signal priority list; however, the location is better suited for a roundabout, due to traffic volumes and the existing street width.

A roundabout is a traffic control measure (similar to a traffic circle, but with a larger diameter) that efficiently channels and directs drivers through and around an intersection without making a complete stop. Speeds are controlled by the geometric design of the roundabout, requiring motorists to slow down in order to safely maneuver through the intersection. Delays at the intersection (compared to a signal or stop sign control) are considerably reduced, and vehicle emissions and noise impacts are also reduced. The Federal Highway Administration estimates that roundabouts reduce crashes by 35 percent, and reduce injury crashes by 76 percent. Pedestrian safety is also increased with shorter crosswalk distances, medians adjacent to crosswalks offering protection, lane markings, and signage.

The CMAQ program was established by the 1991 federal Intermodal Surface Transportation Efficiency Act and re-authorized by the Transportation Equity Act for the 21<sup>st</sup> Century. CMAQ funds are available for transportation projects and programs that contribute to the attainment or maintenance of National Ambient Air Quality Standards. On March 13, 2012, Council authorized staff to submit six CMAQ grant applications for funding consideration (Motion No. 2012-03-13-1305). All six applications were funded, including a project to install a roundabout at the intersection of Swain Road and Montauban Avenue (Attachment A - Vicinity Map). The Swain Road/Montauban Avenue project was estimated to cost \$688,000. The total CMAQ funding granted to the project was \$609,086 and required an 11.47 percent local match in the amount of \$78,914. The project was included in the 2013-18 Capital Improvement Program budget.

The project will convert the existing four-way stop sign controlled intersection to a roundabout, including upgrading the intersection to ADA standards; installing fiber optic cabling and a camera linked to the City's Traffic Management Center; and installing new lighting, signs, and striping. No right-of-way acquisition is required for this project. These upgrades will result in improved traffic safety, operations, and air quality, while reducing delays.

Caltrans administers CMAQ funds, and local agencies must request authorization from Caltrans before starting work on any project phase. Staff received authorization to proceed with design from Caltrans in July 2013. Staff subsequently performed field reviews and compiled information needed

to issue a Request for Proposals from qualified consultants.

### Present Situation

On July 13, 2010 (Resolution No. 10-0242), Council approved Professional Services Master Contracts for design, geotechnical, testing, plan review, and survey services with a variety of firms which make up a "Vendor Pool List". The contracts last for a period of five years, and are set to expire on June 30, 2015. Firms provide services as needed to accommodate the City's aggressive project delivery schedules. The scope of services and fees are negotiated on a project specific basis. If the negotiated fee for a particular project exceeds Charter limits, a contract amendment is submitted to Council for consideration.

Staff requested proposals for design services from the eight engineering firms on the vendor pool list that are qualified to provide the specialized traffic engineering design services for this project. The eight firms were: TJKM Transportation Consultants (Pleasanton), Mark Thomas and Company, Inc. (Sacramento), Fehr & Peers (Walnut Creek), Siegfried Engineering, Inc. (Stockton), Harris and Associates (Tracy), Kjeldsen, Sinnock & Neudeck, Inc. (Stockton), Quincy Engineering, Inc. (Rancho Cordova), and Psomas (Roseville). Four of the firms, TJKM Transportation Consultants, Fehr & Peers, Harris and Associates, and Psomas, did not submit a proposal.

A Selection Committee comprised of Public Works' staff reviewed and ranked all submitted proposals based on a number of weighted factors, such as: relevant project experience, project staff expertise, project work plan and management approach, and ability to meet schedule and budget commitments. Siegfried Engineering, Inc. was the highest ranked firm and was selected to provide design services for the project. In accordance with federal procedures for selecting a consultant, consultants submit a separate envelope containing their fee proposal for the project. The Selection Committee only opens the fee envelope for the consultant selected for the project. If a satisfactory fee cannot be negotiated, the fee for the second most qualified consultant can be opened.

Subsequent to selecting Siegfried Engineering, Inc., staff opened their sealed Cost Proposal and negotiated a fee of \$89,888. The project fee includes extensive effort for preparation of the environmental document and for public outreach, resulting in a fee that is approximately 20 percent of the estimated construction cost. Staff believes this fee is reasonable based on the extensive effort required to design and environmentally clear this project.

Since the project is funded with federal transportation dollars, Disadvantaged Business Enterprise (DBE) program rules apply. DBE rules require that the consultants either meet a calculated project specific DBE participation goal, or undertake and document good faith efforts to do so. Failure to meet the goal or make adequate good faith efforts are grounds for rejecting a consultant's proposal. By definition, a DBE is a socially and economically disadvantaged small business owned by a woman or by a specified ethnic group that has been properly certified by Caltrans. These groups include:

- African American
- Asian Pacific American
- Native American
- Women
- Hispanic American
- Subcontinent Asian American

The calculated DBE goal for the Swain Road and Montauban Avenue Roundabout Installation project is 4.01 percent. The goal was calculated by examining the breakdown of the types of work to be performed, and the availability of certified DBE companies in our market area to perform the work. Siegfried Engineering, Inc. has exceeded the DBE goal of 4.01 percent with their proposed DBE participation of 4.44 percent. Staff recommends Council approve a motion authorizing the City Manager to execute an Amendment to Professional Services Master Contract with Siegfried Engineering, Inc., in amount of \$89,888, for design of the Swain Road and Montauban Avenue Roundabout Installation (Attachment B). It is anticipated that the design and environmental clearance for this project will be completed by spring 2016.

FINANCIAL SUMMARY

This project is funded by Account No. 308-3020-640 (PW1315), Montauban/Swain Roundabout. A total of \$131,500 was appropriated by Council as part of the approved 2013-2018 Capital Improvement Program, which includes \$116,417 of federal CMAQ funds, and a local match of \$15,083 from PFF - Air Quality. However, an amendment to the grant application shifted the local match from design phase to the construction phase. The amount of \$131,500 for the design phase is now 100 percent federally funded. Therefore, adjustments are needed as follows:

*Increase revenue estimate:*

308-3020-331.35-00 (PW1315) Montauban/Swain Roundabout Federal CMAQ funds	+\$15,083
--	-----------

*Increase appropriation to:*

308-3020-640 (PW1315) Montauban/Swain Roundabout	+\$15,083
--	-----------

*Decrease appropriation from:*

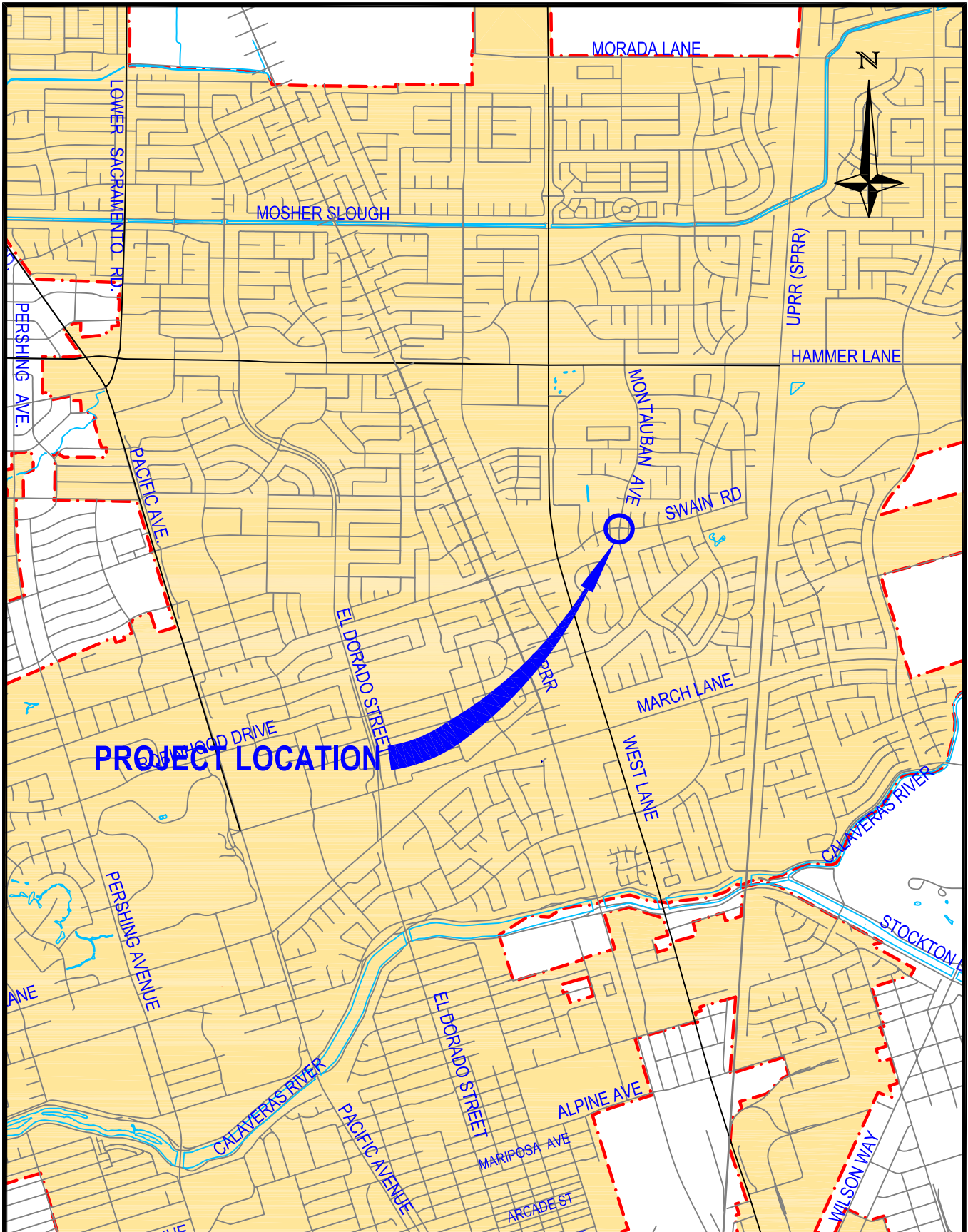
990-3020-640 (PW1315) Montauban/Swain Roundabout Local PFF - Air Quality	-\$15,083
---	-----------

The City Manager is authorized to award the design contract and to record any financial transactions necessary to accomplish the purpose and intent of the motion. There are sufficient funds to award the recommended \$89,888 design contract to Siegfried Engineering, Inc. Additional available funding will be used for contingencies, change orders, and staff costs.

There is no impact to the City's General Fund or to any other unrestricted fund as a result of taking the recommended actions.

Attachment A - Vicinity Map

Attachment B - Amendment to Professional Services Master Contract with Siegfried Engineering, Inc.



**PROJECT LOCATION**

**VICINITY MAP**  
**SWAIN RD AND MONTAUBAN AVE ROUNDABOUT INSTALLATION**

DWG. BY	
SCALE	NONE

*CITY OF STOCKTON*  
 DEPARTMENT OF PUBLIC WORKS

DATE

DRAWING NO.

**AMENDMENT TO PROFESSIONAL  
SERVICES MASTER CONTRACT  
WITH SIEGFRIED ENGINEERING, INC.**

This Amendment to Professional Services Master Contract for background research, environmental services, traffic study and geometric design, Plans, Specifications, and Estimates (PS&E), coordination and meetings, public outreach, bidding and design support during construction is made and entered into on \_\_\_\_\_, by and between the City of Stockton, a municipal corporation, hereinafter referred to as "CITY," SIEGFRIED ENGINEERING, INC., hereinafter referred to as "FIRM," to provide CITY with background research, environmental services, traffic study and geometric design, Plans, Specifications, and Estimates (PS&E), coordination and meetings, public outreach, bidding and design support during construction for the SWAIN ROAD AND MONTAUBAN AVENUE ROUNDABOUT INSTALLATION (PROJECT NO. 13-15/FEDERAL PROJECT NO. CML-5008(129)), hereinafter referred to as "PROJECT."

**W I T N E S S E T H:**

WHEREAS, CITY and FIRM entered into a Professional Services Master Contract for Design, Geotechnical, Testing, Plan Review, and Survey Services; Construction Management and Inspection Services; Roofing, Electrical, and Mechanical Design Services; and Preparation of Generalized and Specialized CEQA and NEPA Studies on July 13, 2010, pursuant to Resolution No. 10-0242, as part of a vendor pool and desire to amend said Contract by specifying FIRM to provide background research, environmental services, traffic study and geometric design, Plans, Specifications, and Estimates (PS&E), coordination and meetings, public outreach, bidding and design support during construction for PROJECT.

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

1. Section 1—SCOPE OF SERVICES. The Scope of Services is hereby amended to include background research, environmental services, traffic study and geometric design, Plans, Specifications, and Estimates (PS&E), coordination and

meetings, public outreach, bidding and design support during construction for PROJECT as per Exhibit "A," attached hereto and by reference made a part hereof.

2. Section 2—COMPENSATION. Compensation is hereby amended (\$89,888.00) to include Exhibit "A," attached hereto and by reference made a part hereof. Compensation shall be paid no more frequently than once per month on a time and materials basis for work completed.

3. Section 3—SCHEDULE FOR COMPLETION. Schedule for Completion is hereby amended to include Exhibit "A" attached hereto and by reference made a part hereof.

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

5. Section 14—FEDERAL PROVISIONS. FIRM shall comply with the Federal Aid Consultant Contract Provisions which are attached hereto as Exhibit "C" and incorporated herein by this reference.

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

//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//



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

ATTEST:

CITY

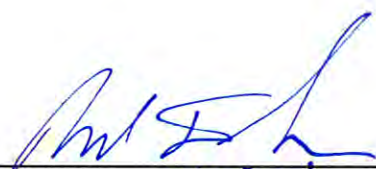
\_\_\_\_\_  
BONNIE PAIGE  
City Clerk of the City of Stockton

By: \_\_\_\_\_  
KURT O. WILSON  
CITY MANAGER

By: \_\_\_\_\_

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

By: \_\_\_\_\_  
Deputy City Attorney

By:  \_\_\_\_\_  
FIRM *Siegfried*  
Title: *V.P.*



March 10, 2014

Mr. Alex Martinez  
City of Stockton  
Public Works  
22 East Weber Ave.  
Stockton, California 95202

Regarding: Scope of Work for Professional Design and Engineering Services  
Swain Round a Bout Project  
Stockton, California

Dear Alex,

Our approach to your project is to implement our planning, civil engineering, surveying, landscape architecture and traffic experience in a big picture method as an integral member of your project team. Our engineering design practice makes full use of dynamic site design software, providing a more efficient design process, resulting in time and cost savings for you. Our scope of work is as follows:

**Task 1 - Background Research**

1. Siegfried will research and review available existing boundary and street improvement data, collision reports, sight distances, approach speeds, pedestrians and vehicle volumes, public transit routes, grade, need of advance warning signs and flashers, and other geometrical and operation characteristics. In addition Siegfried will conduct field reconnaissance of the entire project limits with a topographic and boundary survey.
2. Siegfried will work with all pertinent utilities to identify conflicts, coordinate utility plan reviews, conduct necessary coordination meetings, and locate designed improvements as required to facilitate utility relocations. Siegfried will coordinate with all utilities in accordance with Caltrans "Manual on High and Low Risk Underground Facility within Highway Rights of Way". Siegfried will show all existing utilities that will be impacted or cause impact by the proposed project and provide copies of utility correspondence for City files.
3. Siegfried will identify required permits, prepare all permit applications, and assist the City with negotiations relative to permit conditions, if required. Permit fees will be paid by the City.

**Task 2 - Environmental Services**

1. Siegfried will ensure all interested and responsible public agency representatives are included on the project information contact list. This list will be coordinated with the Caltrans District 10 Local Assistance team members at project development team meetings and through informal coordination to ensure that all responsible and trustee agencies responsible for resources that could be affected by the project are identified.
2. Siegfried will prepare a memorandum summarizing the existing biological, land use and cultural resources conditions, as well as any other resources, which may be affected by the proposed project,

**Corporate Office**

3244 Brookside Rd., #100  
Stockton, CA 95219  
t: 209.943.2021

**San Jose**

111 N. Market St.,#300  
San Jose, CA 95113  
t: 408.754.0121

**Walnut Creek**

1550 Parkside Drive #140  
Walnut Creek, CA 94596  
t: 925.482.2120

**Sacramento**

111 Scripps Drive  
Sacramento, CA 95825  
t: 916.520.2777

to provide context to the project design process. Siegfried will then work to identify methods to reduce the potential for impacts identified in the 2013 PES analysis to less-than-significant levels. This process will focus on optimizing construction methods and reducing project footprint impacts to the greatest degree possible. Siegfried will develop a detailed written description of the Proposed Project, including a description of construction procedures, construction scheduling, roadway descriptions and operational requirements. Siegfried will provide this draft project description to the City and, with the City's approval, to Caltrans. Siegfried will modify the project description in response to comments received and will prepare a working project description to use in the early consultation process and to reevaluate the preparation of technical studies.

3. The City will invite Caltrans District 10 Office of Local Assistance environmental staff members to participate in a site visit to evaluate the effectiveness of the Project Description's impact reduction methods. This session will be concluded with a meeting to discuss and resolve that the only studies necessary are a noise memo (prepared by the City) and a detour plan (prepared by Siegfried) coupled with a traffic memo (prepared by the City). Siegfried will record the results of this meeting in memo form.
4. Upon approval of the proposed technical studies and based upon Caltrans determining that the proposed project meets the the Categorical Exemption standard of NEPA (e.g., 23 CFR 771.117(d)(1), 23 CFR 771.117(d)(2) and/or 23 CFR 771.117(c)(22), the District 10 Local Assistance Engineer and District Senior Environmental Planner would jointly make that determination. Siegfried will prepare the necessary NEPA form and provide it to the City thus concluding the NEPA processes.
5. Based on the City's determination that the project meets the Categorical Exclusion requirements of CEQA (e.g., Guidelines Section 15301(c)) Siegfried will prepare the required CEQA Exclusion documents and file with the appropriate agency.
6. All reproduction mailing and distribution is included in this scope of services.

### **Task 3 – Traffic Study and Geometric Design**

1. Siegfried will utilize Synchro 8.0/SIDRA software for the intersection level of service analysis and determine the required lane configuration and overall layout of the roundabout. The objective of the Synchro analysis will be to minimize traffic queues, provide enough merging lanes, and reduce delays at the intersection. We will obtain traffic counts from the City. The hourly traffic counts will be used to determine the peak periods for the a.m. peak and p.m. peak hour traffic analysis. If current counts are not available, we will conduct the turning movement traffic counts.
2. For evaluating roundabouts, we will use SIDRA software model. This is a highly effective roundabout analysis tool that utilizes gap-acceptance as a key analytic feature. Siegfried will follow the recommended standards contained in the FHWA publication, Roundabouts, An Informational Guide, 2000, and in the Caltrans supplemental document, Design Information Bulletin No. 80-01, Roundabouts. We will compare these results with the results of Synchro, such that we can be assured of obtaining a conservatively accurate analysis of the proposed roundabout. Roundabout analysis with two standard softwares has been identified as Caltrans standard practice.
3. Siegfried will complete an on- and off-street parking inventory and occupancy survey to determine the supply and demand for on-street parking in the vicinity of the project site.
4. Based on additional data collected as part of our research, Siegfried will modify the roundabout layout that has been prepared and included as part of this proposal. The preliminary recommendations based on the operations analysis and parking occupancy study will be presented for City's review, prior to finalizing conceptual plans for the roundabout.
5. Our traffic and parking study report will include the intersection level of service analysis and the findings of the on street parking survey. Siegfried will prepare a letter report that will summarize the level of service analysis for the intersection and the findings of the parking survey.
6. Siegfried believes that the initial geometric design is the most critical element for a roundabout design. The purpose of this submittal will be to review the horizontal design with the City of Stockton and finalize the conceptual plan. We understand that any minor changes made to the horizontal design

may require complete redesign of the modern roundabout, so we feel that it is best to identify and finalize the layout of the roundabout at this stage. As part of our geometric design submittal, we will have the roundabout location optimized and all of the design parameters set to acceptable ranges.

The following items will be clearly indicated and reflected in our submittal:

- i. Final lane configuration(s)
  - ii. Finalized face of curb design including crosswalks, splitter islands, bike ramps, truck aprons, etc.
  - iii. Design vehicle(s) movement checks using AUTOTURN/TORUS
  - iv. Locations of all multimodal paths, sidewalks, bike ramps, etc with appropriate widths
  - v. Overall lane markings and pavement arrows for the entire study area
  - vi. Design file showing actual measurements of the design parameters
  - vii. Calculations showing the stopping sight distance and intersection sight distance
  - viii. Fast Path speed calculations at entry and circulating
7. The roundabout design will be developed far enough to have an idea of raised median locations identified, access points, major utilities and other potential impacts prior to a Public Informational Meeting (PIM) so relatively accurate information can be presented and discussed with property owners to include Level of Services (LOS).

#### **Task 4 - Plans, Specifications, and Estimates (PS&E)**

1. Siegfried will in accordance with the City's standards and CA MUTCD prepare complete PS&E documents, which include design improvement plans, traffic control plans, electrical plans, drainage plans, technical specifications, and an Engineer's Estimate.
2. Siegfried will prepare a base map showing existing information to facilitate the design of all the necessary improvements. The base map limits will be sufficient to cover all necessary improvements within the project area.
3. Improvement plans for roundabout, striping, roadway, drainage, electrical, PTZ camera location and details, Fiber Optic layout and interconnect design details. If RRFB design is needed, Siegfried will design and RRFB, erosion control and or water pollution prevention, and miscellaneous plans which will be submitted for review to the City at the 65%, and 95% completion stage. In addition to the standard plan deliverables fiber termination and details will be shown on the plans at the study intersection and the adjacent intersection where it would be interconnected. Fiber assignment and splicing diagrams will be shown as needed.
4. At each stage Siegfried will provide one (1) electronic (PDF) and six (6) hard copy sets of PS&E (three (3) 24" x 36" plans sets and three (3) half-scale plans sets on 11" x 17") at each design stage to the City for review and comments. With each stage, the review comments from the previous stage will be itemized and a written response to each will be prepared in a comment matrix. The original red-line comments from the reviewing agency will be returned with the succeeding submittal. Siegfried will provide detailed project estimates and specifications at the 65% and 95% submittals. After the 95% submittal review by staff, a check print (at 100%) will be sent for editorial purposes prior to plotting on mylars.
  - i. 65% PS&E - Siegfried will complete design revisions from Stage 1 design. Siegfried will prepare the plans such that the environmental documents may be completed. Siegfried will ensure that one of the primary critical elements of the design at this stage is the vertical control with each leg having vertical profiles.
  - ii. 95% PS&E - Siegfried will complete design revisions from Stage 2 design. Detailed project estimates and specifications will be included at this stage. This is the final design, including final construct staging and work zone traffic control and utility coordination.
  - iii. 100% Final PS&E - Siegfried will provide the necessary final PS&E documents in bid-ready form. Project files and the Project Engineer's/Resident Engineer's file will also be submitted with the final PS&E. Final PS&E submittal will include one (1) plan set of reproducible 24" x 36" on mylars (after editorial review), final cost estimate and specifications, AutoCAD format drawing files and Microsoft Word format of specifications

on CD delivered to the City. Final submittal is due within ninety (90) working days after the date of the Notice to Proceed. After completion of the construction, Siegfried will incorporate the red lines (provided by the contractor) into an as-built set of re-signed mylars. Siegfried will provide electronic copies of the as-built sheets.

5. Siegfried will quality control each submittal prior to submission. These reviews will assure conformance to Caltrans and City Standards criteria as well as minimize typographical omissions.

#### **Task 5 - Coordination and Meetings**

1. Siegfried will attend meetings with City and Caltrans staff at least once a month to discuss and finalize the design.
2. Siegfried will prepare and provide a comprehensive schedule to reflect the timeframe for each stage/task of the proposed scope of work, utilizing Microsoft Project. The project schedule will show a base line, tasks, duration, milestones, assignments, critical paths, and other relevant data. The project schedule will be maintained and updated monthly throughout the PS& E phase of the project.
3. Siegfried will coordinate and meet with all utility companies as needed for the project to resolve all utility issues. Siegfried will plan for public outreach to include at least one public meeting with local residents and other stakeholders to provide project information.

#### **Task 6 - Public Outreach**

1. Siegfried will research and develop a coded database of potentially interested parties, which will be updated throughout the project with names from the public meeting(s) sign-in; information from the project team; and from telephone, email, and personal contacts. The database will be coded according to interest and involvement with the project. Among the groups on the stakeholders list will be the following:
  - a. Vice Mayor Paul Canepa and other elected and appointed officials
  - b. Residents and property owners adjacent to the proposed project area
  - c. Businesses and other establishments adjacent to the project area
  - d. Emergency responders
  - e. Public Transit including the San Joaquin Regional Transit District (RTD)
  - f. Utility companies
  - g. Pertinent City staff
2. The public information meeting will be held to present concepts and design features to neighboring residents, businesses, and the general public. The meeting will be held at the Arnold Rue Community Center located at 5758 Lorraine Avenue. The meeting will be designed primarily to provide information on the project features, goals, and construction impacts. One (1) meeting will be noticed, organized, and conducted.
3. Siegfried will schedule the meeting and make all meeting arrangements; write, design, and issue up to 350 meeting notices by first-class mail to stakeholders and by third-class mail to nearby residents; prepare agendas, sign-in sheets, comment sheets, signage, and other print materials; facilitate meeting proceedings; assist with exhibits and a Power Point presentation to illustrate concepts and plan elements; provide refreshments; record public comments/assist with appropriate responses; and prepare a detailed meeting report.

#### **Task 7 - Bidding and Design Support During Construction**

1. Siegfried will provide design support during construction including responding to all RFI(s); submittal reviews and approval; altering project plans to address any design flaws or inconsistencies (at no additional cost to the City); attendance of the pre-construction meeting; consultation with the construction contractor; and preparation of record drawings upon project completion.
2. As-Built record drawings will reflect change orders, accommodations, and adjustments to all improvements constructed. Prior to accepting the As-Built Plans, City staff will review the Record Drawings and electronic files to confirm that they reflect what has actually been constructed. Electronic files of the As-Built drawings (PDF or TIF format at 300dpi resolution settings).

3. The City will perform the construction management in-house which includes a resident engineer duties and inspection.

We look forward to working with you and your project team on this important project. If you have any questions regarding this Proposal, or need additional information, please feel free to contact me directly.

Sincerely,  
**SIEGFRIED**




---

Paul J. Schneider, QSD, QSP, P.E.

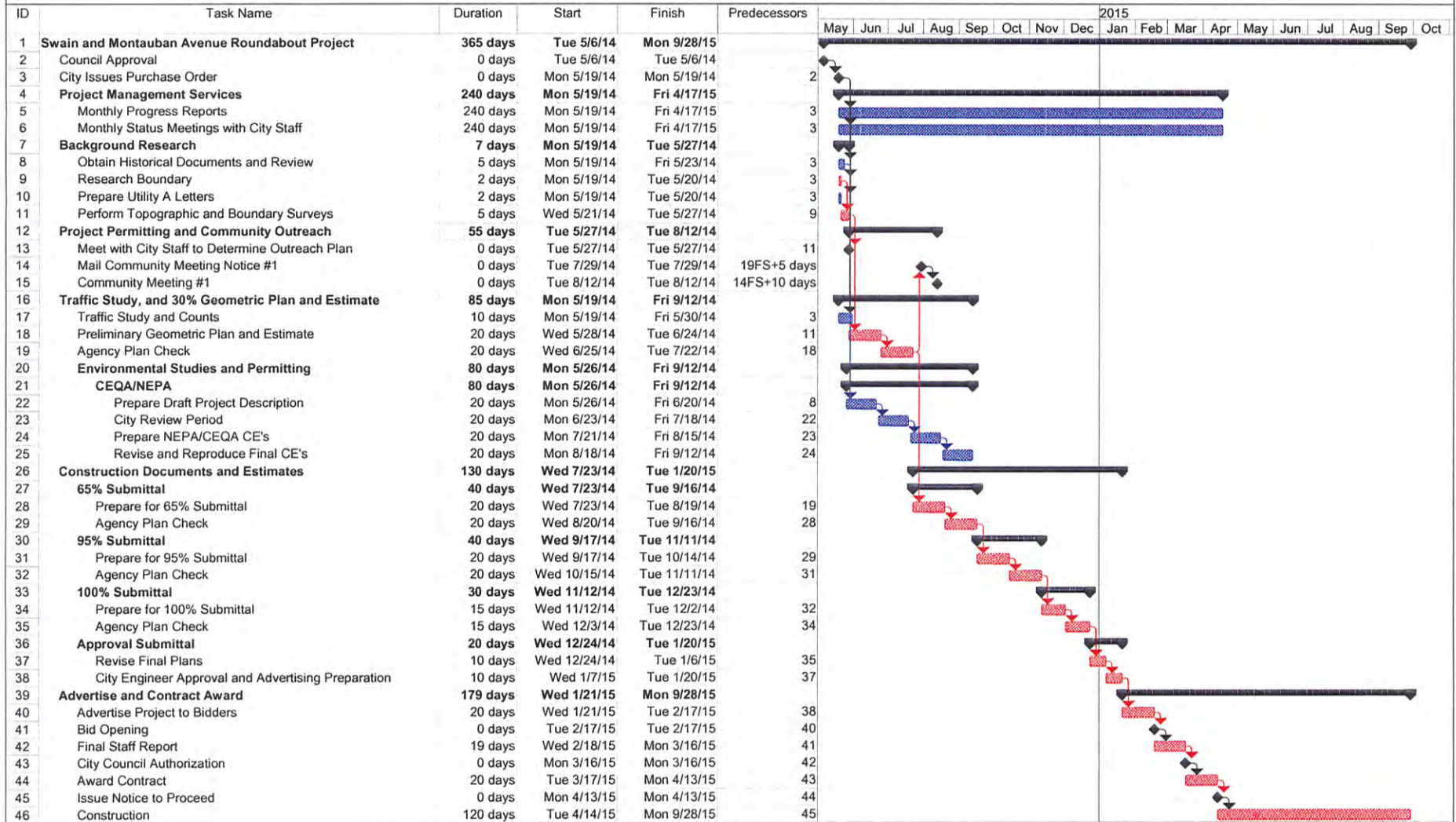


WORK BREAKDOWN CHART  
 Swain and Montauban Roundabout Project  
 City of Stockton, Public Works Department  
 March 4, 2014  
 Siegfried

 Classification	TASK 1	TASK 2	TASK 3	TASK 4	TASK 5	TASK 6	TASK 7	TOTAL HOURS	HOURLY CHARGE RATES	TOTAL FEES
	Background Research	Environmental Services	Traffic Study and Geometric Design	Plans, Specifications, and Estimates (PS&E)	Coordination and Meetings	Public Outreach	Bidding and Design Support During Construction			
Principal-in-Charge	4	4	8	28	16	5	6	71	\$200	\$14,200
Project Director (Survey)	4							4	\$160	\$640
Project Engineer			4					4	\$142	\$568
Project Landscape Architect			4	4		4		12	\$140	\$1,680
Engineer II		8	24	80	24			136	\$130	\$17,680
Engineer I	4					8	24	36	\$115	\$4,140
Senior Technician				23				23	\$112	\$2,576
Technician II	24		16	60				100	\$87	\$8,700
1 Person Survey Crew	8							8	\$160	\$1,280
Clerical	1			2			8	11	\$63	\$693
Stantec			\$3,800	\$19,710	\$2,190					\$25,700
ESP		\$7,800								\$7,800
JBC (DBE)						\$4,000				\$4,000
<b>Total Hours</b>	<b>45</b>	<b>12</b>	<b>56</b>	<b>197</b>	<b>40</b>	<b>17</b>	<b>38</b>	<b>405</b>		
<b>Category Total</b>	<b>\$5,331</b>	<b>\$9,640</b>	<b>\$11,040</b>	<b>\$44,192</b>	<b>\$8,510</b>	<b>\$6,480</b>	<b>\$4,464</b>			
<b>Reimbursable Expenses</b>								<b>Not-To-Exceed Fee</b>		<b>\$87,977</b>
Traffic Counts			\$500							
Document Reproduction	\$71	\$250	\$20	\$170	\$50	\$800	\$50	Plus Reimbursables		\$89,888

## PROJECT SCHEDULE

### Swain and Montauban Avenue Roundabout CITY OF STOCKTON, CALIFORNIA



**EXHIBIT B**  
**INSURANCE REQUIREMENTS**  
**CONSULTANT**

**CONSULTANT** shall procure and maintain for the duration of the Agreement, insurance against all 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, volunteers, or employees.

1. **INSURANCE** Throughout the life of this Contract, the Consultant shall pay for and maintain in full force and effect with an insurance company admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A: VII" in Best Insurance Key Rating Guide, the following policies of insurance:
  - A. **AUTOMOBILE LIABILITY** insurance, endorsed for "any auto" with the following limits of liability: Bodily Injury \$250,000 each person, and \$500,000 each occurrence. Property Damage \$100,000 each occurrence.
  - B. **WORKERS' COMPENSATION** insurance as required under the California Labor Code and Employers Liability Insurance with limits not less than \$1,000,000 per accident/injury/disease.
  - C. **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY AND MISCELLANEOUS SUPPLEMENTARY INSURANCE;**

FOR **ADDITIONAL** REQUIREMENT(S):

- (i) **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY** insurance which shall include Contractual Liability, Products and Completed Operations coverage's, Bodily Injury and Property Damage Liability insurance with combined single limits of not less than \$1,000,000 per occurrence, and if written on an Aggregate basis, \$2,000,000 Aggregate limit.
- (ii) **PROFESSIONAL LIABILITY**, Not less than \$1,000,000 per Claim/\$1,000,000 Aggregate (3 yr discovery and reporting tail period coverage). Certificate of Insurance only required.

Deductibles and Self-Insured Retentions must be declared and are subject to approval by the CITY.

The Policy(s) shall also provide the following:

- 1 The Commercial General Liability insurance shall be written on ISO approved occurrence form with additional insured endorsement naming: *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are additional insureds.*
2. All insurance required by this Agreement shall be with a company acceptable to the CITY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date **CONSULTANT** completes its performance of services under this Agreement.



3. For any claims related to services or products provided under this contract, the Consultant's insurance coverage shall be primary insurance as respects the City of Stockton its officers, agents, and employees. Any coverage maintained by the CITY shall be excess of the Consultant's insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against the CITY.
4. Each insurance policy required by this clause shall have a provision that coverage shall not be cancelled by either party, except after thirty (30) days' prior to written notice by certified mail, return receipt requested, has been given to the CITY. Further, the thirty (30) day notice shall be unrestricted, except for workers' compensation, or non-payment of premium, which shall permit ten (10) days advance notice. The insurer and/or the contractor and/or the contractor's insurance agent shall provide the CITY with notification of any cancellation, major change, modification or reduction in coverage.
5. Regardless of these contract minimum insurance requirements, the Consultant and its insurer shall agree to commit the Consultant's full policy limits and these minimum requirements shall not restrict the Consultant's liability or coverage limit obligations.
6. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.
7. The Company shall furnish the City of Stockton with the Certificates and Endorsement for all required insurance, prior to the CITY's execution of the Agreement and start of work.
8. Proper address for mailing certificates, endorsements and notices shall be:  
  
City of Stockton  
Attention: Risk Services  
425 N. El Dorado Street  
Stockton, CA 95202
9. Upon notification of receipt by the CITY of a Notice of Cancellation, major change, modification, or reduction in coverage, the Consultant shall immediately file with the CITY a certified copy of the required new or renewal policy and certificates for such policy.

Any variation from the above contract requirements shall only be considered by and be subject to approval by the CITY's Risk Manager (209) 937-8617. Our fax is (209) 937-8558.

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

If the Consultant should subcontract all or any portion of the work to be performed in this contract, the Consultant shall cover the sub-contractor, and/or require each sub-contractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-contractor's insurance shall have the same impact as described above.

**CONTENTS**

**ARTICLE I INTRODUCTION ..... 5**

**ARTICLE II STATEMENT OF WORK ..... 5**

**ARTICLE III FIRM’S REPORTS OR MEETINGS ..... 6**

**ARTICLE IV PERFORMANCE PERIOD ..... 7**

**ARTICLE V ALLOWABLE COSTS AND PAYMENTS ..... 7**

**ARTICLE VI TERMINATION ..... 8**

**ARTICLE VII FUNDING REQUIREMENTS ..... 8**

**ARTICLE VIII CHANGE IN TERMS ..... 9**

**ARTICLE IX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION ..... 9**

**ARTICLE X COST PRINCIPLES ..... 9**

**ARTICLE XI CONTINGENT FEE ..... 10**

**ARTICLE XII RETENTION OF RECORDS/AUDIT ..... 10**

**ARTICLE XIII DISPUTES ..... 10**

**ARTICLE XIV AUDIT REVIEW PROCEDURES ..... 10**

**ARTICLE XV SUBCONTRACTING ..... 11**

**ARTICLE XVI EQUIPMENT PURCHASE ..... 11**

**ARTICLE XVII INSPECTION OF WORK ..... 12**

**ARTICLE XVIII SAFETY ..... 12**

**ARTICLE XIX INSURANCE ..... 12**

**ARTICLE XX OWNERSHIP OF DATA ..... 13**

**ARTICLE XXI CLAIMS FILED BY THE CITY’S CONSTRUCTION CONTRACTOR ..... 13**

**ARTICLE XXII CONFIDENTIALITY OF DATA ..... 14**

**ARTICLE XXIII NATIONAL LABOR RELATIONS BOARD CERTIFICATION ..... 14**

**ARTICLE XXIV EVALUATION OF FIRM ..... 14**

**ARTICLE XXV STATEMENT OF COMPLIANCE ..... 14**

**ARTICLE XXVI DEBARMENT AND SUSPENSION CERTIFICATION ..... 15**

**ARTICLE XXVII STATE PREVAILING WAGE RATES ..... 15**

**ARTICLE XXVIII CONFLICT OF INTEREST ..... 16**

**ARTICLE XXIX REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION ..... 16**

**ARTICLE XXX PROHIBITION OF EXPENDING CITY, STATE OR FEDERAL FUNDS FOR LOBBYING ..... 16**

**ARTICLE XXXI NOTIFICATION ..... 17**

ARTICLE XXXII CONTRACT ..... 17  
ARTICLE XXXIII SIGNATURES ..... 17

**Additional California Department of Transportation (Caltrans) Exhibits Incorporated:**

- \*Exhibit 10-F “Certification of Consultant, Commissions & Fees”
- Exhibit 10-I “Notice to Proposers Disadvantaged Business Enterprise Information”
- Exhibit 10-J “Standard Agreement for Subcontractor/DBE Participation”
- \*Exhibit 10-K “Consultant Certification of Costs and Financial Management System”
- \*Exhibit 10-L “Local Agency Certification of Cost Analysis”
- Exhibit 10-O1 “Consultant Proposal Disadvantaged Business Enterprise Commitment”
- Exhibit 10-O2 “Consultant Contract Disadvantaged Business Enterprise Information”
- Exhibit 10-P “Non-Lobbying Certification for Federal-Aid Contracts”
- Exhibit 10-Q “Disclosure of Lobbying Activities”
- Exhibit 10-S “Consultant Performance Evaluation” *(Due at end of project)*
- ~~Exhibit 10-T “Panel Member Conflict of Interest & Confidentiality Statement”~~
- Exhibit 10-U “Consultant in Management Position Conflict of Interest Statement”
- Exhibit 10-V “Non-Discrimination Clause”
- Exhibit 12-B “Bidder’s List of Subcontractors (DBE’s and Non-DBE’s)”
- Exhibit 12-E, Attachment H “Debarment and Suspension Certification”
- Exhibit 15-H “DBE Information – Good Faith Efforts”
- Exhibit 17-F “Final Report-Utilization of DBE First Tier Subcontractors”
- Exhibit 17-O “DBE Certification Status Change”

*\*(applicable when cost is over \$150,000)*

**ARTICLE I INTRODUCTION**

The provisions contained in this exhibit are hereby made a part of the consultant contract for this project. The provisions are additive to the Professional Services Master Contract and shall be physically attached to the Amendment to Professional Services Master Contract.

“Scope of Services” in the following articles is defined as the combination of the project scope of work and the corresponding fee to complete the scope of work.

**ARTICLE II STATEMENT OF WORK**

- A. Services to be Furnished  
See Exhibit “A”, Scope of Services of the Amendment to Professional Services Master Contract.
- B. Design Standards  
The FIRM shall perform the services in accordance with the City of Stockton Standard Plan & Specifications (current edition), and Caltrans 2010 Standard Plans & Specifications and any amendments thereto.
- C. Firm’s Endorsement on Plans, Specification and Estimates/other Data



The responsible firm/engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.

- D. Right of Way  
See Exhibit "A", Scope of Services of the Amendment to Professional Services Master Contract.
- E. Subsurface Investigation  
See Exhibit "A", Scope of Services of the Amendment to Professional Services Master Contract.
- F. The City's Obligations  
See Section 4 "Rights and Duties of City", of the Professional Service Master Contract.
- G. Conferences, Visits to Site, Inspection of Work  
The FIRM and any subcontractor shall permit the CITY, the state, and the FHWA if federal participating funds are used in this contract; to meet, review, and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis. Cost incurred by FIRM for meetings, subsequent to the initial meeting shall be included in the fee.
- H. Checking Shop Drawings/Submittals  
See Exhibit "A", Scope of Services of the Amendment to Professional Services Master Contract.
- I. Documentation  
The FIRM shall document the results of their services to the satisfaction of the CITY, and if applicable, the state and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the scope of work objectives.
- J. Number of Copies  
See Exhibit "A", Scope of Services of the Amendment to Professional Services Master Contract.

### **ARTICLE III FIRM'S REPORTS OR MEETINGS**

- A. FIRM shall submit progress reports at least once a month. The report should be sufficiently detailed for the Project Manager to determine, if FIRM is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. FIRM's Project Manager shall meet with CITY'S Project Manager, as needed, to discuss progress on the contract.

#### ARTICLE IV PERFORMANCE PERIOD

- A. Effective Contract Dates  
See Section 3 – Schedule for Completion of the Amendment to Professional Services Master Contract.
- B. Contract Award  
FIRM is advised that any recommendation for contract award is not binding on the CITY until the contract is fully executed and approved by the CITY.

#### ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. The CITY will reimburse FIRM for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by FIRM in performance of the work. FIRM will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved FIRM'S Scope of Services, unless additional reimbursement is provided for by contract amendment. In no event, will FIRM be reimbursed for overhead costs at a rate that exceeds the CITY'S approved overhead rate set forth in the Scope of Services. In the event, that the CITY determines that a change to the work from that specified in the Scope of Services and contract is required, the contract time or actual costs reimbursable by the CITY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. In addition to the allowable incurred costs, the CITY will pay FIRM a fixed fee of \$(AMOUNT). The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Scope of Services.
- D. When milestone cost estimates are included in the approved Scope of Services, FIRM shall obtain prior written approval for a revised milestone cost estimate from the Project Manager before exceeding such cost estimate.
- E. Progress payments will be made monthly in areas based on services provided and allowable incurred costs. A pro rata portion of FIRM's fixed fee will be included in the monthly progress payments. If FIRM fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, the CITY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article V Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. FIRM will be reimbursed, as promptly as fiscal procedures will permit upon receipt by the CITY'S Project Manager of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which FIRM is billing. Invoices shall

detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Scope of Services and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due the CITY including any equipment purchased under the provisions of Article XV Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of FIRM's work. Invoices shall be mailed to the CITY's Project Manager at the following address:

City of Stockton, Public Works Department  
22 E. Weber Avenue, Room 301  
Stockton, CA, 95202

- H. The total amount payable by the CITY including the fixed fee shall not exceed the amount noted in Section 2 – Compensation of the Amendment to Professional Services Master Contract.
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Scope of Services and is approved by the Public Works Director.  
  
For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
- J. All subcontracts in excess of \$25,000 shall contain the above provisions.

#### **ARTICLE VI TERMINATION**

- A. Termination of Contract  
See Section 8 of the Professional Services Master Contract.
- B. Liable Amount  
The maximum amount for which the Government shall be liable if this contract is terminated is for only those costs uncured up to termination of contract.

#### **ARTICLE VII FUNDING REQUIREMENTS**

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to the CITY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or the CITY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

- D. The CITY has the option to void the contract under the 30-day cancellation clause, or by mutual agreement to amend the contract to reflect any reduction of funds.

#### **ARTICLE VIII CHANGE IN TERMS**

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. FIRM shall only commence work covered by an amendment/contract change order after the amendment/contract change order is executed and notification to proceed has been provided by the CITY's Project Manager.
- C. There shall be no change in FIRM's Project Manager or members of the project team, as listed in the approved Scope of Services, which is a part of this contract without prior written approval by the CITY's Project Manager.

#### **ARTICLE IX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

The following attachments are made to the contract and made a part of:

- Exhibit 10-I " Notice to Proposers DBE Information"
- Exhibit 10-J "Standard Contract Provisions for Subconsultants/DBE Participation"
- Exhibit 15-H "Good Faith Effort"
- Exhibit 17-F "Final Report-Utilization of DBE's"

Firms must give consideration to DBE firms as specified in 23 CFR §172.5(b), 49 CFR, Part 26. If the contract has a DBE goal, FIRM must meet the goal by using DBEs as subconsultants or document a good faith effort to have met the goal. If a DBE subconsultant is unable to perform, FIRM must make a good faith effort to replace him/her with another DBE subconsultant if the goal is not otherwise met.

A DBE may be terminated only with written approval by the CITY and only for the reasons specified in 49 CFR 26.53 (f). Prior to requesting the CITY's consent for the proposed termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

#### **ARTICLE X COST PRINCIPLES**

- A. FIRM agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. FIRM also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to FIRM that are determined by subsequent audit to be unallowable under 49 CFR Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by FIRM to the CITY.

## **ARTICLE XI CONTINGENT FEE**

FIRM warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by FIRM for the purpose of securing business. For breach or violation of this warranty, CITY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

## **ARTICLE XII RETENTION OF RECORDS/AUDIT**

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; FIRM, subconsultants, and CITY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract.

All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, CITY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of FIRM that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

## **ARTICLE XIII DISPUTES**

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the CITY's Project Manager and Public Works Director, who may consider written or verbal information submitted by FIRM.
- B. Not later than 30 days after completion of all work, including deliverables necessary to complete the plan, specifications, and estimate, if applicable, under the contract, FIRM may request review by the CITY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse FIRM from full and timely performance in accordance with the terms of this contract.

## **ARTICLE XIV AUDIT REVIEW PROCEDURES**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the CITY's Chief Financial Officer.

- B. Not later than 30 days after issuance of the final audit report, FIRM may request a review by the CITY's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by the CITY will excuse FIRM from full and timely performance, in accordance with the terms of this contract.
- D. For contracts totaling \$150,000 or greater, FIRM and subconsultants' contracts, including Scope of Services and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, Scope of Services and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is FIRM's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, Scope of Services, and ICR shall be adjusted by FIRM and approved by CITY project manager to conform to the audit or review recommendations. FIRM agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by the CITY at its sole discretion. Refusal by FIRM to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

#### **ARTICLE XV SUBCONTRACTING**

- A. FIRM shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the CITY's Public Works Director, except that, which is expressly identified in the approved Scope of Services.
- B. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- C. Any substitution of subconsultants must be approved in writing by the CITY's Project Manager prior to the start of work by the subconsultant.

#### **ARTICLE XVI EQUIPMENT PURCHASE**

- A. Prior authorization in writing, by the CITY's Project Manager shall be required before FIRM enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or FIRM services. FIRM shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in FIRM's Scope of Services and exceeding \$5,000 prior authorization by the CITY's Project Manager; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "FIRM shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the CITY shall receive a



proper refund or credit at the conclusion of the contract, or if the contract is terminated, FIRM may either keep the equipment and credit the CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CITY procedures; and credit the CITY in an amount equal to the sales price. If FIRM elects to keep the equipment, fair market value shall be determined at FIRM's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the CITY and FIRM, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the CITY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

- D. All subcontracts in excess \$25,000 shall contain the above provisions.

#### **ARTICLE XVII INSPECTION OF WORK**

FIRM and any subconsultant shall permit the CITY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

#### **ARTICLE XVIII SAFETY**

- A. FIRM shall comply with OSHA regulations applicable to FIRM regarding necessary safety equipment or procedures. FIRM shall comply with safety instructions issued by the CITY Safety Officer and other CITY representatives. FIRM personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, the CITY has determined that such areas are within the limits of the project and are open to public traffic. FIRM shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. FIRM shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. FIRM must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

#### **ARTICLE XIX INSURANCE**

See Section 13 of the Amendment to Professional Services Master Contract.

**ARTICLE XX OWNERSHIP OF DATA**

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in the CITY; and no further contract will be necessary to transfer ownership to the CITY. FIRM shall furnish the CITY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. FIRM is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by the CITY of the machine-readable information and data provided by FIRM under this contract; further, FIRM is not liable for claims, liabilities, or losses arising out of, or connected with any use by the CITY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by FIRM.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. The CITY may permit copyrighting reports or other contract products. If copyrights are permitted; the contract shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

**ARTICLE XXI CLAIMS FILED BY THE CITY'S CONSTRUCTION CONTRACTOR**

- A. If claims are filed by the CITY's construction contractor relating to work performed by FIRM's personnel, and additional information or assistance from FIRM's personnel is required in order to evaluate or defend against such claims; FIRM agrees to make its personnel available for consultation with the CITY's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. FIRM's personnel that the CITY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from the CITY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for FIRM's personnel services under this contract.
- C. Services of FIRM's personnel in connection with the CITY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

## **ARTICLE XXII CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to the CITY's operations, which are designated confidential by the CITY and made available to FIRM in order to carry out this contract, shall be protected by FIRM from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by the CITY relating to the contract, shall not authorize FIRM to further disclose such information, or disseminate the same on any other occasion.
- C. FIRM shall not comment publicly to the press or any other media regarding the contract or the CITY's actions on the same, except to CITY's staff, FIRM's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. FIRM shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the CITY, and receipt of the CITY's written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. As it relates to the preparation of plans, specifications and estimates, if applicable:  
All information related to the construction estimate is confidential, and shall not be disclosed by FIRM to any entity other than the CITY.

## **ARTICLE XXIII NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code Section 10296, FIRM hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against FIRM within the immediately preceding two-year period, because of FIRM's failure to comply with an order of a federal court that orders FIRM to comply with an order of the National Labor Relations Board.

## **ARTICLE XXIV EVALUATION OF FIRM**

FIRM's performance will be evaluated by the CITY. A copy of the evaluation will be sent to FIRM for comments. The evaluation together with the comments shall be retained as part of the contract record.

## **ARTICLE XXV STATEMENT OF COMPLIANCE**

- A. FIRM's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that FIRM has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

- B. During the performance of this Contract, firm and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Firm and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Firm and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Firm and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Contract.

#### **ARTICLE XXVI DEBARMENT AND SUSPENSION CERTIFICATION**

- A. FIRM's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that FIRM has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the CITY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining FIRM responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

#### **ARTICLE XXVII STATE PREVAILING WAGE RATES**

- A. FIRM shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

## **ARTICLE XXVIII CONFLICT OF INTEREST**

- A. FIRM shall disclose any financial, business, or other relationship with the CITY that may have an impact upon the outcome of this contract, or any ensuing CITY construction project. FIRM shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing CITY construction project, which will follow.
- B. FIRM hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. FIRM hereby certifies that neither FIRM, nor any firm affiliated with FIRM will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

## **ARTICLE XXIX REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

FIRM warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any CITY employee. For breach or violation of this warranty, the CITY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

## **ARTICLE XXX PROHIBITION OF EXPENDING CITY, STATE OR FEDERAL FUNDS FOR LOBBYING**

- A. FIRM certifies to the best of his or her knowledge and belief that:
  - 1. No state, federal or City appropriated funds have been paid, or will be paid by-or-on behalf of FIRM to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
  - 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or

cooperative agreement; FIRM shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. FIRM also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

#### **ARTICLE XXXI NOTIFICATION**

See Section 10-Notices of the Professional Services Master Contract.

#### **ARTICLE XXXII CONTRACT**

Refer to the Amendment to Professional Services Master Contract.

#### **ARTICLE XXXIII SIGNATURES**

Refer to the Amendment to Professional Services Master Contract.



EXHIBIT 10-F CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

I HEREBY CERTIFY that I am the \_\_\_\_\_, and duly authorized representative of the firm of \_\_\_\_\_, whose address is \_\_\_\_\_, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this contract.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this contract involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

Distribution: 1) Local Agency Project File (Original & Contract)  
2) DLAE (with contract copy)



## EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Contract of 4.01 %

OR

The Agency has not established a goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract.

### 1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

### 2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

### 3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

### 4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).



- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
  - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
  - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

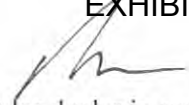
## 5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
  - 1. Click on the link in the left menu titled *Disadvantaged Business Enterprise*;
  - 2. Click on Search for a DBE Firm link;
  - 3. Click on *Access to the DBE Query Form* located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

## 6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the



purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.



EXHIBIT 10-J STANDARD CONTRACT PROVISIONS FOR SUBCONSULTANT/DBE PARTICIPATION

**1. Subconsultants**

- A. Nothing contained in this Contract or otherwise, shall create any contractual relation between the Agency and any subconsultants, and no subcontract shall relieve the Consultant of his/her responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the Agency for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its subconsultants is an independent obligation from the Agency's obligation to make payments to the Consultant.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Contract, shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.
- C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to the Consultant by the Agency.
- D. Any substitution of subconsultants must be approved in writing by the Agency's Contract Administrator in advance of assigning work to a substitute subconsultant.

**2. Disadvantaged Business Enterprise (DBE) Participation**

- A. This Contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. If the contract has a DBE goal, the Consultant must meet the goal by committing DBE participation or document a good faith effort to meet the goal. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met. A DBE is a firm meeting the definition of a DBE as specified in 49 CFR.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the local agency deems appropriate.
- D. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- E. A DBE may be terminated only with prior written approval from the local agency and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting local agency consent for the termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).





### 3. Performance of DBE Consultant and other DBE Subconsultants/Suppliers

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing; and other relevant factors.
- B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- C. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Contract with its own work force, or the DBE subcontracts a greater portion of the work of the Contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

### 4. Prompt Payment of Funds Withheld to Subconsultants

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.  
*(Local agency to include either B, C, or D below; delete the other two.)*
- B. No retainage will be withheld by the Agency from progress payments due the prime Consultant. Retainage by the prime Consultant or subconsultants is prohibited, and no retainage will be held by the prime Consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime Consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime Consultants and subconsultants.
- C. No retainage will be held by the Agency from progress payments due the prime Consultant. Any retainage held by the prime Consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime Consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.





- D. The Agency shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime consultant based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

#### 5. DBE Records

- A. The Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants," CEM-2402F (Exhibit 17-F, Chapter 17, of the LAPM), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25 percent of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

#### 6. DBE Certification and Decertification Status

If a DBE subconsultant is decertified during the life of the Contract, the decertified subconsultant shall notify the Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify the Consultant in writing with the date of certification. Any changes should be reported to the Agency's Contract Administrator within 30 days.

**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL  
MANAGEMENT SYSTEM**

*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of  
DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at  
[http://www.dot.ca.gov/hq/LocalPrograms/DLA\\_OB/DLA\\_OB.htm](http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm) in lieu of this form.)*

**Certification of Final Indirect Costs:**

Consultant Firm Name: \_\_\_\_\_

Indirect Cost Rate: \_\_\_\_\_

Fiscal Period Covered for Indirect Cost Rate Developed (mm/dd/yyyy to mm/dd/yyyy): \_\_\_\_\_

Date of Proposal Preparation (mm/dd/yyyy): \_\_\_\_\_

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and indirect cost rates have been disclosed as of the date of proposal preparation noted above.

**Certification of Financial Management System:**

I, the undersigned, certify to the best of my knowledge and belief that our financial management system meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

**Certification of Dollar Amount for all A&E contracts:**

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ \_\_\_\_\_ and the number of States in which the firm does business is \_\_\_\_\_.

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).

- 2. Compliant with the terms of the contract and is incurred specifically for the contract.
- 3. Not prohibited by 23 CFR, Chapter 1, Part 172 –Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

**Subconsultants (if applicable)**

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ \_\_\_\_\_

**Prime Consultants (if applicable)**

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$ \_\_\_\_\_

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

\* Consultant Certification Signature: \_\_\_\_\_

Consultant Certifying (Print Name and Title):

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Consultant Contact Information:

Email: \_\_\_\_\_

Phone number: \_\_\_\_\_

Date of Certification (mm/dd/yyyy): \_\_\_\_\_

\*An individual executive or financial officer of the consultant’s organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the contract.

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

**Distribution:** 1) Original to Caltrans Audits and Investigations  
2) Retained in Local Agency Project Files

EXHIBIT 10-L LOCAL AGENCY CERTIFICATION OF COST ANALYSIS

(48 CFR, CHAPTER 1, PART 15.404)

I, the undersigned, certify that I have performed a cost analysis in connection with this contract and will perform a cost analysis for any future contract modification for the fiscal period as specified below.

\*Local Agency Certification Signature: \_\_\_\_\_

Local Agency Certifying Name and Title (Print):

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Local Agency Contact Information

Email: \_\_\_\_\_

Phone number: \_\_\_\_\_

Consultant(s) Firm Name: \_\_\_\_\_

Date of Cost Analysis (mm/dd/yyyy): \_\_\_\_\_

Fiscal Period Covered: \_\_\_\_\_

Contract/Federal Project Number: \_\_\_\_\_

Date of Certification (mm/dd/yyyy): \_\_\_\_\_

\*The Chief Financial Officer, Procurement Officer, Contract Administrator, or equivalent, who has authority to evaluate the quality and reasonableness of the consultant contract products or services and is able to certify on the local agency's behalf that an adequate cost analysis was conducted in conjunction with the contract.

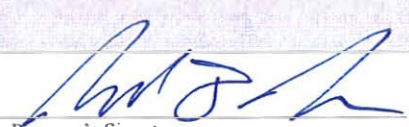
Distribution: Retained in Local Agency Project files





**EXHIBIT 10-02 CONSULTANT CONTRACT DBE INFORMATION**

(Inclusive of all DBEs listed at contract award. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section			
1. Local Agency Name: <u>City of Stockton</u>			
2. Project Location: <u>Stockton, CA</u>			
3. Project Description: <u>Swain Road &amp; Montauban Avenue Roundabout Installation Project</u>			
4. Total Contract Award Amount: \$ <u>89,888</u>			
5. Consultant Name: <u>Siegfried Engineering, Inc.</u>			
6. Contract DBE Goal %: <u>4.01</u>			
7. Total Dollar Amount for <u>all</u> Subconsultants: \$ <u>37,500</u>			
8. Total Number of <u>all</u> Subconsultants: <u>3</u>			
Award DBE/DBE Information			
9. Description of Services to be Provided	10. DBE/DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Public Outreach	Judith Buehe Communications 445 Weber Ave., Ste. 221 Stockton, CA 95203 (209) 464-8707	541830	\$ 4,000
Local Agency to Complete this Section		13. Total Dollars Claimed  \$ 4,000	14. Total % Claimed  <u>4.44%</u>
20. Local Agency Contract Number: _____			
21. Federal-aid Project Number: _____			
22. Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
23. Local Agency Representative Name (Print) _____			
24. Local Agency Representative Signature _____	25. Date _____		
26. Local Agency Representative Title _____	27. (Area Code) Tel. No. _____		
Caltrans to Complete this Section		15. Preparer's Signature   Paul J. Schneider, P.E. 16. Preparer's Name (Print) Vice President 17. Preparer's Title 3/19/14 (209) 943-2021 18. Date 19. (Area Code) Tel. No.	
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:			
28. DLAE Name (Print) _____	29. DLAE Signature _____		
	30. Date _____		

Distribution: (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.  
(2) Copy – Include in award package sent to Caltrans DLAE  
(3) Original – Local agency files

353





**EXHIBIT 10-P NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies by signing and submitting this proposal/bid to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his/her proposal/bid that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.



Exhibit 10-S Consultant Performance Evaluation

1. PROJECT DATA		2. CONSULTANT DATA					
1a. Project (include title, location, and Activity/CIP No.)	2a. Consultant Name and Address						
1b. Brief Description of Project (design, study, etc.)	2b. Consultant's Manager						
1c. Budget Cost for Project: \$ _____	2c. Phone: (____) _____						
3. AGENCY DEPARTMENT/SECTION RESPONSIBLE							
3a. Department (include section and division)		3b. Agency Project Manager (name & phone)					
4. CONTRACT DATA (Engineering Services)							
4a. Contract No.: _____ Termination date: _____ Base Fee: \$ _____ Agreement date: _____ Date terminated: _____ Contingency: \$ _____							
4b. Amendments \$ _____ / # _____ <small>(Total Value) (Initiated by Agency)</small>		\$ _____ / # _____ <small>(Total Value) (Initiated by Agency)</small>					
4c. Changes Orders \$ _____ / # _____ <small>(Total Value) (Initiated by Agency)</small>		\$ _____ / # _____ <small>(Total Value) (Initiated by Agency)</small>					
4d. Total Fee per Agreement (4a. + 4b. + 4c.) \$ _____		Total Fee Paid \$ _____ <small>(Do not include Contingency Listed in 4a.)</small>					
4e. Type of Services <small>(Design, study, etc.)</small>	4f. Historical Record of Key Submittal Dates (enter date or n/a if not applicable)						
		Preliminary	30%	70%	90%	100%	Final
	Per Agreement						
	Delivery Date						
	Acceptance Date						
4g. Notice To Proceed _____ (date)		4j. Reasons for Change Orders: (Indicate total for each reason)					
4h. Number of Days _____ (number)		Errors/Omissions	\$ _____ % of Base Fee _____ %				
4i. Actual Number of Days _____ (number)		Unforeseen Conditions	\$ _____ % of Base Fee _____ %				
		Changed Scope	\$ _____ % of Base Fee _____ %				
		Changed Quantities	\$ _____ % of Base Fee _____ %				
		Program Task Options	\$ _____ % of Base Fee _____ %				
5. OVERALL RATING (Complete Section II on reverse, include comments as appropriate.)							
		Outstanding	Above Average	Average	Below Average	Poor	N/A
5a.	Plans/Specifications accuracy						
5b.	Consistency with budget						
5c.	Responsiveness to Agency Staff						
5d.	Overall Rating						
6. AUTHORIZING SIGNATURES							
6a. Agency Design Team Leader _____		Date: _____					
6b. Agency Project Manager _____		Date: _____					
6c. Agency Public Works Manager _____		Date: _____					
6d. Consultant Representative _____		Date: _____					

SEE REVERSE SIDE

PLANS SPECIFICATIONS	Outstanding	Above Avg.	Avg.	Below Avg.	Poor	N/A	Responsiveness To Staff	Outstanding	Above Avg.	Avg.	Below Avg.	Poor	N/A
ACCURACY							Timely Responses						
Plans Specifications clear and concise							Attitude toward Client and review bodies						
Plans Specs Coordination							Follows directions and Chain of responsibility						
Plans Specs properly formatted							Work product delivered on time						
Code Requirements covered							Timeliness in notifying Agency of major problems						
Adhered to Agency Standard Drawings Specs							Resolution of field Problems						
Drawings reflect existing conditions							Consistency with budget	Outstanding	Above Avg.	Avg.	Below Avg.	Poor	N/A
As-Built Drawings							Reasonable Agreement negotiation						
Quality Design							Adherence to fee schedule						
Change Orders due to design deficiencies are minimized							Adherence to project Budget						

**Section III** **EXPLANATIONS AND SUPPLEMENTAL INFORMATION**

(Attach additional documentation as needed)

Item \_\_\_\_\_ : \_\_\_\_\_

Item \_\_\_\_\_ : \_\_\_\_\_

Item \_\_\_\_\_ : \_\_\_\_\_

Item \_\_\_\_\_ : \_\_\_\_\_

Item \_\_\_\_\_ : \_\_\_\_\_

Item \_\_\_\_\_ : \_\_\_\_\_

\*Indicates supporting documentation attached.

Distribution: Local Agency Project Files



**EXHIBIT 10-U CONSULTANT IN MANAGEMENT POSITION CONFLICT OF INTEREST AND  
CONFIDENTIALITY STATEMENT**

RFP/RFQ PROCUREMENT NUMBERS: \_\_\_\_\_

PROJECT NAME:  
\_\_\_\_\_

APPLICABILITY: Applicable to local agency consultants in management positions that exercise authority over the Architect & Engineering Selection Panel from which the local agency has or plans to have one or more consultant contracts containing Federal or State funds.

- I am an employee of a consultant under contract to the local agency that is responsible for the procuring and administering of one or more consultant contracts containing either Federal or State funds.
- I am in a management position with the local agency, my title is listed below and I have attached my duty statement.
- The procedures followed to procure and execute the contract, between the local agency and the consulting firm of which I am employed, comply with all Federal and State requirements. Also this contract has a specific beginning and ending date.
- I hereby certify as follows:
  1. I will not directly or indirectly participate in, manage, or oversee any consultant selection procurement process in which the consulting firm of which I am employed is competing as a consultant or subconsultant.
  2. I will not directly or indirectly influence any employee, staff member, or other individual participating in any consultant selection procurement process in which the consulting firm of which I am employed is as a consultant or subconsultant.
  3. I will not directly or indirectly participate in, manage, or oversee any local agency contract that is with the consulting firm of which I am employed, regardless of whether the involvement of my employer in the contract is as a consultant or subconsultant. Among other things, this includes my not being involved in managing the work; and not approving changes in the schedule, scope, deliverables or invoices.
  4. I understand that if I am involved in any local agency contract that is with the consulting firm of which I am employed, in violation of 1. or 2. above, that local agency contract will no longer be eligible for Federal or State reimbursement because of my involvement.
- I certify that I have read **49 CFR 18.36(b)(3)** below and I agree not to participate in selection, or in the award or administration of a contract supported by Federal or State funds if a conflict of interest, real or apparent, would be involved. **Note:** Caltrans is the Grantee and the local agency is the sub-grantee.

**49CFR 18.36(b)(3)**

(3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer, or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

- I fully understand that it is unlawful for a person to utilize any organization name (i.e. local agency) or auxiliary organization information, which is not a matter of public record, for personal gain.
- I fully understand that any violation of the above could be a basis for ineligibility of reimbursement of State or Federal project funds.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dept./Local Agency: \_\_\_\_\_

Employer: \_\_\_\_\_

**REVIEW BY SUPERVISOR OF CONSULTANT IN MANAGEMENT POSITION**

I have reviewed the foregoing "Conflict of Interest and Confidentiality Statement" and will ensure:

- that the foregoing named local agency consultant who is under contract and in a management position with our local agency, abides by the foregoing terms and conditions;
- that should the foregoing named local agency consultant, who is under contract and in a management position with our local agency, violate any of the foregoing terms and conditions,



the Caltrans DLAE will be notified and such violation will be considered a breach of ethics and could be a basis for ineligibility of State or Federal project funds.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dept./Local Agency: \_\_\_\_\_

Employer: \_\_\_\_\_

**REVIEWED/CONCURRENCE BY DISTRICT LOCAL ASSISTANCE ENGINEER**

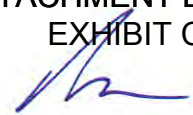
I have reviewed the foregoing "Conflict of Interest and Confidentiality Statement" and Supervisor's statement.

- Based upon the foregoing, I concur that the consultant, who is under contract and in a management position with the local agency, does not appear to present a conflict of interest. The local agency and the consultant should be considered eligible for Federal and State reimbursement.
- Based upon the foregoing, I do not concur as I believe that the consultant, who is under contract and in a management position with the local agency, does appear to present a conflict of interest.
- The consultant's time is not considered eligible for either Federal or State reimbursement.
- The local agency is not considered eligible for either Federal or State reimbursement.

Date: \_\_\_\_\_ (DLAE) Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Distribution: 1) Copy to: DLAE for each Federal/State funded project  
2) Copy to be returned to Local Agency by DLAE with signature



**EXHIBIT 10-V NON-DISCRIMINATION CLAUSE**

(To be included in Consultant Contract)

NON-DISCRIMINATION CLAUSE

During the performance of this Contract, Consultant and its subconsultant shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

**EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)**

**PART I**

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

Amendment - SIEGRIED ENGINEERING, INC. - PROJECT NO. 13-15 FEDERAL PROJECT NO. CML-5008(129)

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	<u>Local Agency Use Only</u> (Certified DBE?)
<i>Name</i> stantec  <i>Address</i> 100 California Street, Ste. 1000  <i>City State ZIP</i> San Francisco, CA 94111-4505	<i>Phone</i> 415.281.5507	<input type="checkbox"/> < \$1 million	Traffic Engineering	<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
	<i>Fax</i> 415.882.9523	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input checked="" type="checkbox"/> > \$15 million		
<i>Name</i> Environmental Stewardship & Planning  <i>Address</i> 621 13th Street  <i>City State ZIP</i> Sacramento, CA 95814	<i>Phone</i> 916.455.1115	<input checked="" type="checkbox"/> < \$1 million	Environmental Engineering	<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
	<i>Fax</i> 916.455.1118	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
<i>Name</i> Judith Bueth Communications  <i>Address</i> 45 W. Weber Avenue, Ste. 221  <i>City State ZIP</i> Stockton, CA	<i>Phone</i> 209.464.8707	<input checked="" type="checkbox"/> < \$1 million	Public Outreach	<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
	<i>Fax</i> 209.942.3080	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
<i>Name</i>  <i>Address</i>  <i>City State ZIP</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		

Distribution: 1) Original - Local Agency File



EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)

PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
<i>Name</i> None	<i>Phone</i> N/A	<input type="checkbox"/> < \$1 million	N/A	<input type="checkbox"/> YES
<i>Address</i>		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>City State ZIP</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
<i>Address</i>		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>City State ZIP</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
<i>Address</i>		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>City State ZIP</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
<i>Address</i>		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>City State ZIP</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		

Distribution: 1) Original - Local Agency File

Amendment - SIEGFRIED ENGINEERING, INC. - PROJECT NO. 13-15/FEDERAL PROJECT NO. CML-5008(129)

ATTACHMENT B  
EXHIBIT C

**Noncollusion Affidavit**  
(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

To the CITY / COUNTY of Stockton  
*DEPARTMENT OF PUBLIC WORKS.*

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.  
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.



---



**DEBARMENT AND SUSPENSION CERTIFICATION**

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.





EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. CML-5008 (129) Bid Opening Date 12/14/13

The (City/County of) Stockton established a Disadvantaged Business Enterprise (DBE) goal of 4.01 % for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
N/A	

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
Judith Buethe Communications	12/24/13	12/24/13 - 12/24/13, email/phone

- C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
Public Outreach	Y	Public Outreach	\$ 4,000	4.44%

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

None  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Names, addresses and phone numbers of firms selected for the work above:

Judith Buethe Communications  
\_\_\_\_\_  
445 Weber Ave., Ste. 221  
\_\_\_\_\_  
Stockton, CA 95203  
\_\_\_\_\_  
(209) 464-8707  
\_\_\_\_\_

- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

All available information and data including the RFP, Plans, Specifications, Estimates,  
Photos and Maps were provided to the DBE.  
\_\_\_\_\_  
\_\_\_\_\_

- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:  
All data, maps, and existing improvement plans were made available.

---



---



---

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
N/A		

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):  
Siegfried reached out multiple certified DBE and UDBE firms for this project in the same fashion we have for previous similar efforts, and selected the best fit for the project.

**NOTE:** USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
**FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES  
 (DBE), FIRST-TIER SUBCONTRACTORS**

**ADA Notice**  
 For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

CEM-2402F (REV 02/2008)

CONTRACT NUMBER		COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NO.	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE	
PRIME CONTRACTOR				BUSINESS ADDRESS			ESTIMATED CONTRACT AMOUNT	
ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT PAYMENTS			DATE OF FINAL PAYMENT	
				NON-DBE	DBE	DATE WORK COMPLETE		
				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			
ORIGINAL COMMITMENT								
\$			TOTAL	\$	\$			
DBE								

List all First-Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at time of award, provide comments on back of form. List actual amount paid to each entity.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE'S SIGNATURE		BUSINESS PHONE NUMBER	DATE
TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
RESIDENT ENGINEER'S SIGNATURE		BUSINESS PHONE NUMBER	DATE

Copy Distribution-Caltrans contracts:                      **Original** - District Construction                      **Copy**- Business Enterprise Program                      **Copy**- Contractor                      **Copy** Resident Engineer

Copy Distribution-Local Agency contracts:                      **Original** - District Local Assistance Engineer (submitted with the Report of Expenditure)                      **Copy**- District Local Assistance Engineer                      **Copy**- Local Agency file

Amendment - SIEGFRIED ENGINEERING, INC. - PROJECT NO. 13-15/FEDERAL PROJECT NO. CML-5008(129)

ATTACHMENT B  
EXHIBIT C



FINAL REPORT – UTILIZATION OF DISADVANTAGED BUSINESS  
ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS  
CEM 2402(F) (Rev. 02/2008)

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, Federal-aid Project No., the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor name and business address. The focus of the form is to describe who did what by contract item number and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work both DBE and non-DBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No. (or Item No's) and description of work performed or materials provided, as well as a column for the subcontractor name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBE should provide their certification number to the contractor and notify the contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has six columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership, and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights web site at: <http://www.dot.ca.gov/hq/bep> or by calling (916) 324-1700 or the toll free number at (888) 810-6346.

Based on this DBE Program status, the following table depicts which column to be used:

DBE Program Status	Column to be used
If program status shows DBE only with no other programs listed	DBE

If a contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total dollar value performed by this contractor under the appropriate DBE identification column.

If a contractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.

Enter the total of each of the six columns in Form CEM-2402(F).

Any changes to DBE certification must also be submitted on Form-CEM 2403(F).

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the "final payment" to the subcontractor for the portion of work listed as being completed).

The contractor and the resident engineer sign and date the form indicating that the information provided is complete and correct.

**EXHIBIT 17-O DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE**

STATE OF CALIFORNIA – DEPARTMENT OF TRANSPORTATION  
CP-CEM-2403(F) (New. 10/99)

Amendment – SIEGFRIED ENGINEERING, INC. – PROJECT NO. 13-15/FEDERAL PROJECT NO. CML-5008(129)

CONTRACT NUMBER	COUNTY	ROUTE	POST MILES	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE
PRIME CONTRACTOR			BUSINESS ADDRESS	ESTIMATED CONTRACT AMOUNT	

*Prime Contractor: List all DBEs with changes in certification status (certified/decertified) while in your employ, whether or not firms were originally listed for good credit. Attach DBE certification/Decertification letter in accordance with the Special Provisions*

CONTRACT ITEM NO.	SUBCONTRACT NAME AND BUSINESS ADDRESS	BUSINESS PHONE	CERTIFICATION NUMBER	AMOUNT PAID WHILE CERTIFIED	CERTIFICATION/DECERTIFICATION DATE Letter attached
	Currently N/A, form to be completed if changes occur.			\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	

Comments:

**I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT**

CONTRACTOR REPRESENTATIVE SIGNATURE	TITLE	BUSINESS PHONE NUMBER	DATE
-------------------------------------	-------	-----------------------	------

**TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT**

RESIDENT ENGINEER	BUSINESS PHONE NUMBER	DATE
-------------------	-----------------------	------

**Distribution** Original copy -DLAE  
Copy -1) Business Enterprise Program 2) Prime Contactor 3) Local Agency 4) Resident Engineer

ATTACHMENT B  
EXHIBIT C





# City of Stockton

## Legislation Details (With Text)

File #: 14-0382 Version: 2  
 Type: Consent Status: Agenda Ready  
 In control: City Council/Successor Agency to the  
 Redevelopment Agency/Public Financing  
 AuthorityConcurrent

Attachments: [Attachment A - Resolution 90-0668](#)  
[Proposed Resolution - CPD Board Appointments](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

### APPOINTMENT TO THE CENTRAL PARKING DISTRICT ADVISORY BOARD

#### RECOMMENDATION

It is recommended the City Council adopt a resolution:

1. Reappointing John Dentoni and Mahesh Ranchhod; and
2. Appointing Scott Luhn and Brian Cooley to the Central Parking District Advisory Board, commencing immediately through June 30, 2018.

#### Summary

The Central Parking District Advisory Board is comprised of seven representatives from the business community located in the Central Parking Assessment District. This Board meets periodically throughout the year to discuss parking matters and to make recommendations to the City Council concerning proposed assessment rate and fee increases or other policy changes as needed. It is recommended the City Council reappoint John Dentoni and Mahesh Ranchhod to continue their service on the Board for a second term through June 30, 2018. It is also recommended that the City Council appoint Scott Luhn and Brian Cooley to serve as Board members through June 30, 2018.

#### DISCUSSION

##### Background

Established in 1967, the Central Parking District Board (the "Board") serves as an advisory body to the City Council and makes recommendations on rules, rates, regulations, and development plans of the Central Parking District. Membership is limited to persons who own real property or who hold an executive officer position of a corporation that owns real property within the Central Parking District. Members are appointed to serve a term of four years with a limit of two consecutive terms.

Four vacancies currently exist on the Board due to resignations and term expirations. Pursuant to Membership Rules established by City Council Resolution No. 90-0668, appointments are to be

made by the Board and confirmed by the Stockton City Council (Attachment A - Resolution 90-0668).

Due to the number of applications received during the first recruitment process being less than the number required, there were two recruitments conducted for these vacancies. The first recruitment period opened July 23, 2013, and closed August 20, 2013, and the second recruitment period opened January 2, 2014 and closed January 31, 2014. Five applications were received by the close of the second application process.

### Present Situation

There are currently four vacancies on the Central Parking District Board. There were five applications received during the two recruitments that were conducted by the City Clerk's Office. A special meeting was held on March 17, 2014, recommending that John Dentoni and Mahesh Ranchhod be reappointed to fulfill second terms on the Board, and to appoint Scott Luhn and Brian Cooley to serve their first terms on the Board. Board members were selected based on their experience, knowledge and qualifications. In addition, the selections were made in consideration of achieving a balanced representation of appropriate stakeholders and knowledge of the subject matter. The Board concluded reappointing Members Dentoni and Ranchhod would allow the board to maintain historical background on current issues being handled. With the selection of the new board members, both members brought in a fresh perspective in parking, one that included parking practices from outside of Stockton and one that allowed representation from the Waterfront area. The applicant not selected was Barbara Frances.

Staff has confirmed that John Dentoni, Mahesh Ranchhod, Scott Luhn, and Brian Cooley are eligible to serve on the Board, as required by membership rules established by Council resolution. The Board recommends the appointment of John Dentoni, Bank of Stockton, Mahesh Ranchhod, S&M Ranchhod Family Trust, Scott Luhn, Head of School, Stockton Collegiate International School and Brian Cooley, University Plaza Waterfront Hotel, to fill the vacancies commencing immediately and terminating June 30, 2018.

### FINANCIAL SUMMARY

There is no financial impact to the City as a result of this appointment.

Attachment A - Resolution 90-0668

Resolution No. 90-0668

# STOCKTON CITY COUNCIL

## RESOLUTION ADOPTING MEMBERSHIP RULES FOR THE CENTRAL PARKING DISTRICT ADVISORY BOARD

WHEREAS, on June 12, 1967, by Resolution Nos. 26,408 and 26,409, the Stockton City Council established the Central Parking District Advisory Board; and

WHEREAS, no terms of office or other membership rules have ever been adopted; and

WHEREAS, on September 10, 1990, the Central Parking District Advisory Board voted unanimously to recommend that the City Council adopt these membership rules; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. That each member of the Central Parking District Advisory Board shall serve a term of four (4) years, except that:

a. Any member appointed to fill the vacancy occurring prior to the expiration of the term for which his/her predecessor was appointed, shall be appointed for the remainder of such term; and

b. The terms of the current members shall expire as noted herein; and

c. No member shall serve more than two (2) consecutive terms.

CITY ATTY REVIEW GDP  
DATE SEP 25 1990

2. That new members shall be appointed by the Central Parking District Advisory Board and confirmed by the City Council.

3. That a chairperson shall be appointed by the members of the Central Parking District Advisory Board for a one-year term.

4. That members shall own real property within the Central Parking District or be an executive officer of a corporation that owns real property in the Central Parking District.

5. That the Board shall meet the first Tuesday of every even month at 4:00 p.m. in the Central Parking District office at 400 East Market Street, Stockton, California. The notice for each meeting shall be posted in accordance with the Ralph M. Brown Act at all locations used by the City Council for posting its notices and at 400 East Market Street.


6. That the Executive Manager of the Downtown Stockton Associates shall be the Executive Manager of the Central Parking District and serve as Ex-Officio Secretary for the Advisory Board so long as the City has a contract with Downtown Stockton Associates for operation of the District.

7. The current members of the Advisory Board are hereby confirmed with the following terms:


Tom McKeegan	2 years
Robert Eberhardt	2 years
Phil Wallace	3 years
Robert Mazzer	3 years
Roger Eade	4 years
Ray Graetz	4 years
Orage Quarles III	4 years

The above terms shall commence October 1, 1990, and expire on September 30 of the year indicated.

PASSED, APPROVED and ADOPTED this 24th day of SEPTEMBER 1990.

  
\_\_\_\_\_  
JOAN DARRAH, Mayor  
of the City Stockton

ATTEST:

  
\_\_\_\_\_  
FRANCES HONG, City Clerk  
of the City of Stockton

Ayes: Councilmembers McCarthy, McGaughey, Minnick,  
Rust, Vice Mayor Weaver and Mayor Darrah  
Noes: Councilmember Panizza  
Absent: None



Resolution No.

## STOCKTON CITY COUNCIL

---

---

### RESOLUTION REAPPOINTING JOHN DENTONI AND MAHESH RANCHHOD AND APPOINTING SCOTT LUHN AND BRIAN COOLEY TO THE CENTRAL PARKING DISTRICT ADVISORY BOARD

Four vacancies exist on the Central Parking Advisory Board; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The City Council hereby concurs with the recommendation by the Central Parking District Advisory Board to reappoint John Dentoni and Mahesh Ranchhod to the Central Parking District Advisory Board for a term commencing immediately and terminating June 30, 2018.

2. The City Council hereby concurs with the recommendation by the Central Parking District Advisory Board to appoint Scott Luhn and Brian Cooley to the Central Parking District Advisory Board for a term commencing immediately and terminating June 30, 2018.

PASSED, APPROVED, and ADOPTED May 6, 2014.

---

ANTHONY SILVA  
Mayor of the City of Stockton

ATTEST:

---

BONNIE PAIGE  
City Clerk of the City of Stockton



# City of Stockton

## Legislation Details (With Text)

File #: 14-0390 Version: 1  
 Type: Consent Status: Agenda Ready  
 In control: City Council/Successor Agency to the  
 Redevelopment Agency/Public Financing  
 AuthorityConcurrent

Attachments: [Attachment A - Office of Administrative Hearings Services Agreement](#)  
[Attachment B - Department of General Services Fee Schedule](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

MOTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE OFFICE OF ADMINISTRATIVE HEARINGS TO CONDUCT DISABILITY RETIREMENT AND REINSTATEMENT HEARING PROCEEDINGS

### RECOMMENDATION

It is recommended that the City Council authorize by motion the City Manager to execute a contract with the Office of Administrative Hearings (OAH) for a term of five (5) years to conduct any necessary administrative hearings concerning appeals of disability retirement and reinstatement decisions in accordance with the provisions of the Administrative Procedures Act (APA).

### Summary

The California Public Employees' Retirement Law (PERL) requires that a contracting local agency determine whether an employee classified as a local safety member is disabled for purposes of the PERL and whether such disability is industrial within the meaning of the law. The law also requires that a contracting local agency provide an appeal process for local safety members to follow in the event they disagree with the disability decision. On October 8, 2013 your Council adopted a policy providing for the required appeals process, which incorporates the APA. The APA requires the use of an Administrative Law Judge (ALJ) from the OAH, which requires execution of a standard form contract (Attachment A) in order to access services. There is an existing agreement with the OAH that will expire on June 30, 2014. The recommended action will authorize the City to execute a new agreement. This will allow continued access to appeal hearing services through the OAH and comply with the provisions of the APA in providing such services as provided for in the City's currently adopted policy effective July 1, 2014.

### DISCUSSION

#### Background

The OAH is a quasi-judicial tribunal that hears administrative disputes. The services of the OAH are available to any county or local public entity (local agencies) throughout California. The OAH provides services that include administrative hearings, mediations, arbitrations, and other dispute

resolution processes conducted by an experienced ALJ.

OAH hearing and mediation services are available by contract to any local agency. Prior to utilizing services from OAH, local agencies must have a current contract for services with OAH in place. Once the contract has been executed, local agencies can then access services and schedule hearing processes.

Government Code Section 11370.4 requires that all OAH costs be recovered from the agencies served. Fees typically include a filing fee for each case filed, an hourly rate for ALJ services, and costs for requested interpreters, court reporters or electronic recordings. Fees for OAH services are pursuant to the current fiscal year's Price Book (Attachment B) of the Department of General Services. The City has a current contract with the OAH that was approved by Council on March 27, 2012 in relation to another matter requiring APA compliance. This contract is effective through June 30, 2014. The recommended action would provide uninterrupted access to OAH services

### Present Situation

On October 8, 2013 the City Council approved a formal appeal process for appeals of disability retirement and reinstatement decisions. This procedure set for the parameters for allowing individuals to appeal local decisions in these matters in accordance with the PERL. One of the requirements of the adopted appeals process is that the provisions of the APA must be followed. The APA requires the use of an ALJ retained through the OAH be involved in the appeals hearing process. The OAH requires a contract be executed in order to access services for any administrative hearing process. The standard contract terms offered by the OAH are for a not to exceed amount of \$48,000 for a term of five (5) years. The agreement would be effective upon execution.

As the use of the OAH, a State entity, is required by the APA, no other sources for services were contemplated. The OAH is uniquely qualified to perform the services pertaining to hearing processes for local agency disability and reinstatement appeals.

### FINANCIAL SUMMARY

The City would be required to pay for the services of the ALJ for any disability retirement or reinstatement appeal hearing. While an estimate for hearing costs was requested from the OAH they would only provide their standard contract terms of a not to exceed amount of \$48,000 for a five (5) year contract period. However, based on evaluating costs for similar procedures, Staff estimates that the costs for any one hearing would be in the range of \$12,000 to \$15,000 and it would be unlikely that more than one hearing would occur per year due to the infrequency of appeals. There are no costs to the City associated with the execution of the agreement. Costs would only be incurred if an appeal were timely filed by an individual disputing the City's decision in disability retirement or reinstatement case. Sufficient funds will be budgeted in the Workers Compensation Internal Service Fund Administration account 551-5610-572 in the FY 2014-15 annual budget process to fund any costs related to this procedural requirement.

Attachment A - Office of Administrative Hearings Services Agreement

Attachment B - Department of General Services Fee Schedule

## STANDARD AGREEMENT

AGREEMENT NUMBER

1. This Agreement is entered into between:

LOCAL AGENCY'S NAME

CONTRACTOR'S NAME

Department of General Services / Office of Administrative Hearings

2. The term of this Agreement is: Upon the date of approval and execution by all parties through five years

3. The maximum amount of this Agreement is: \$ 48,000.00  
Forty Eight Thousand Dollars and No Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	2 pages
Exhibit B – Budget Detail and Payment Provisions	1 pages
Exhibit C – General Terms and Conditions	1 pages
Exhibit D – Special Terms and Conditions	0 pages
Exhibit E – Additional Provisions	0 pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

## CONTRACTOR

CONTRACTOR'S NAME

Office of Administrative Hearings

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Linda A. Cabatic, Director and Chief Administrative Law Judge

ADDRESS

2349 Gateway Oaks Drive, Suite 200, Sacramento, CA 95833

## LOCAL AGENCY

LOCAL AGENCY NAME

City of Stockton

BY (Authorized Signature)



DATE SIGNED (Do not type)

I declare under penalty of perjury that I have full authority to execute this agreement on behalf of the Local Agency.

PRINTED NAME AND TITLE OF PERSON SIGNING

Kurt O. Wilson, City Manager

ADDRESS

425 N. El Dorado Street, Stockton, CA 95202

**EXHIBIT A****SCOPE OF WORK**

1. Upon request of City of Stockton (hereinafter referred to as "Local Agency"), Department of General Services, Office of Administrative Hearings (OAH) agrees to furnish the services of Administrative Law Judges (ALJs) to the Local Agency, for the purpose of conducting hearings pursuant to Government Code section 27727 when required personnel are available by OAH. The assignment of ALJs for hearings will be at the discretion of the Director and/or Presiding Administrative Law Judges, who may elect to hear the matter themselves.

The Local Agency agrees to provide OAH a written request for hearing with all pleadings, documents, papers, or other materials that have been provided to the other party. The Local Agency agrees to provide OAH copies of all applicable laws and ordinances governing the hearing. The Local Agency agrees that OAH will not be able to schedule a hearing or mediation until these materials are provided.

The Local Agency agrees to inform OAH if the hearing is to be recorded or if a court reporter is required. The Local Agency agrees to inform OAH 30 days prior the hearing if any accommodations or interpreters are required.

In consideration of the performance of such services by OAH, the Local Agency agrees to pay to OAH the cost of rendering such services at the rate established at the time the services are rendered. In the event a calendared case is taken off calendar, or needs to be re-calendared, other than by OAH, and OAH is unable to schedule the ALJ for another case, the Local Agency agrees to pay OAH for the original hearing time or until the ALJ is assigned to another case, whichever occurs first. Every effort will be made to promptly reassign the scheduled ALJ in the event a calendared matter is cancelled, taken off calendar, settled, re-calendared or continued.

The costs of OAH's services include filing fees, ALJ hourly rates, any reasonable costs related to any requested accommodations, and translator/interpreter fees as required. All costs associated with providing a record of the hearing (reporter/transcription, etc.) shall be billed directly to the Local Agency. ALJ hourly rates and filing fees charged by OAH will be the rates set forth in the Department of General Services' Price Book at the time the services are rendered. Rates for court reporters will be the current contract rates at the time the services are rendered, which vary by geographical location. Fees for translator/interpreters and transcription services will be based on current contract rates at the time the services are rendered. All rates are subject to change annually.

The Local Agency further agrees to be responsible for the full costs of any service provided by OAH regardless of any agreement the Local Agency may have with a third party.

The contract is effective upon approval and execution of all signatures to this contract. The term of this contract is five years from the effective date of the contract and may be extended by amendment.



2. The services shall be performed at a location convenient for all parties.
3. The project representatives during the term of this agreement will be:

Office of Administrative Hearings	Local Agency: City of Stockton
Name: Cheryl Hill	Name: Gregory S. Borboa
Phone: 916-263-0550	Phone: (209) 937-8233
Fax: 916-263-0545	Fax: (209) 937-8558
Email: Cheryl.Hill@dgs.ca.gov	Email: greg.borboa@stocktongov.com

Direct all inquiries to:

Office of Administrative Hearings	Local Agency: City of Stockton
	Section/Unit: Human Resources
Attention: Tim Dean	Attention: Gregory S. Borboa
Address: 2349 Gateway Oaks Dr. Suite 200 Sacramento, CA 95833	Address: 22 E. Weber Avenue, Suite 150 Stockton, CA 95202
Phone: 916-263-0653	Phone: (209) 937-8233
Fax: 916-263-0545	Fax: (209) 937-8558
Email: tim.dean@dgs.ca.gov	Email: greg.borboa@stocktongov.com

4. OAH will retain the administrative record, including electronic recording for 30 days following the issuance of a decision / proposed decision. After 30 days, OAH will transmit the complete record to the Local Agency unless the Local Agency directs otherwise. Decisions / Proposed Decisions and closed case files shall be directed to:

Local Agency: City of Stockton
Section/Unit: Human Resources
Attention: Gregory S. Borboa
Address: 22 E. Weber Avenue, Suite 150 Stockton, CA 95202
Phone: (209) 937-8233
Fax: (209) 937-8558
Email: greg.borboa@stocktongov.com

**EXHIBIT B****1. INVOICING AND PAYMENT**

- A. For services rendered in accordance with the Scope of Work, and upon receipt and approval of the invoices, the Local Agency agrees to compensate the Department of General Services, Office of Administrative Hearings, for actual expenditures incurred in accordance with the rates specified herein. Compensation for services rendered by OAH pursuant to this agreement shall not be dependent on the decision rendered by the ALJ in a hearing involving the Local Agency. OAH charges will include filing fees, Administrative Law Judge hourly rates, and translator/interpreter fees as required. All costs associated with providing a record of the hearing (reporter/transcription, etc.) shall be billed directly to the Local Agency. ALJ hourly rates and filing fees charged by OAH will be the rates set forth in the Department of General Services' Price Book at the time the services are rendered. Rates for court reporters will be the current contract rates at the time the services are rendered, which vary by geographical location. Fees for translator/interpreters and transcription services will be based on current contract rates at the time the services are rendered. All rates are subject to change annually. Any training required of the ALJs by the Local Agency to conduct these hearings will be paid out of the contract funds by the Local Agency at the prevailing ALJ hourly rate. The Price Book is available at [http://www.dgs.ca.gov/ofs/Resources/Pricebook/Pricebook\\_A/AdminHear.aspx](http://www.dgs.ca.gov/ofs/Resources/Pricebook/Pricebook_A/AdminHear.aspx).
- B. The OAH shall be paid not more frequently than monthly, in arrears, upon submission of an original invoice, which properly details all charges, expenses, direct and indirect costs.

**EXHIBIT C**

**GENERAL TERMS AND CONDITIONS**

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **CANCELLATION/TERMINATION:**
  - A. This agreement may be cancelled or terminated without cause by either party by giving 30 calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.
  - B. Upon receipt of a notice of termination or cancellation from the Local Agency, OAH shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.
  - C. OAH shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.
5. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
6. **SETTLEMENT OF DISPUTES:** In the event of a dispute, the Local Agency shall file a "Notice of Dispute" with the Director of OAH within 10 days of discovery of the problem. Within 10 days, the Director of OAH shall meet with the Local Agency for purposes of resolving the dispute. The decision of the Director of OAH shall be final.

## Administrative Hearings (TT CODE 5110, 5120, 5130)

The Office of Administrative Hearings (OAH) conducts administrative hearings and provides alternative dispute resolution services for a wide variety of state and local agencies.

OAH provides highly-trained, unbiased and professional administrative law judges, arbitrators, and mediators who preside over a wide variety of disputes and claims such as disputes involving professional and occupational licenses (doctors, dentists, real estate agents, vehicle salespersons, day care providers, registered nurses, etc.) developmental disability services, special education services, teacher disciplinary actions, teacher reduction in force (layoff), retirement, local ordinance violations, bid protests, audit appeals, etc.

For state agencies whose proceedings are subject to the Administrative Procedure Act (APA) (Gov. Code, §11370, et seq.), an interagency agreement is not required. Once an agency is established with OAH, OAH will direct-bill the state agencies using the agencies' bill code.

For state agencies and local agencies not subject to the APA, an interagency or local agency agreement is required before a case may be filed with OAH.

For additional information, please contact the Office of Administrative Hearings at (916) 263-0550 or visit our website at [www.dgs.ca.gov/oah/About/OAHOffices.aspx](http://www.dgs.ca.gov/oah/About/OAHOffices.aspx)

<b>Administrative Law Judge</b> - General Jurisdiction	<b>2013-2014:</b> \$187.00 per hour	<b>Proposed 2014-15:</b> \$188.00 per hour
<b>Staff Counsel</b> - General Jurisdiction	<b>2013-2014:</b> \$180.00 per hour	<b>Proposed 2014-15:</b> \$180.00 per hour
<b>Hearing Reporter</b>	<b>2013-2014:</b> Contract Rate	<b>Proposed 2014-15:</b> Contract Rate
<b>Transcript Rate</b>	<b>2013-2014:</b> Contract Rate	<b>Proposed 2014-15:</b> Contract Rate
<b>Filing Fee</b> - General Jurisdiction	<b>2013-2014:</b> \$80.00 per case	<b>Proposed 2014-15:</b> \$80.00 per case
<b>Electronic Recording Fees</b>	<b>2013-2014:</b> \$30.00 per hearing, per calendar day.	<b>Proposed 2014-15:</b> \$30.00 per hearing, per calendar day.



# City of Stockton

## Legislation Details (With Text)

File #: 14-0393      Version: 1

Type: Consent      Status: Agenda Ready

In control: City Council/Successor Agency to the  
Redevelopment Agency/Public Financing  
AuthorityConcurrent

- Attachments:
- [Attachment A - Vicinity Map - Pilgrim](#)
  - [Attachment B - Aerial Map - 314 Pilgrim](#)
  - [Attachment C - Property Photo - 314 Pilgrim](#)
  - [Proposed Resolution - Sale of 314 Pilgrim](#)
  - [Exhibit 1 - Agreement Sale of 314 Pilgrim](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

### SALE OF CITY-OWNED PROPERTY LOCATED AT 314 NORTH PILGRIM STREET TO THE CHILDREN’S HOME OF STOCKTON FOUNDATION

#### RECOMMENDATION

It is recommended that the City Council adopt a resolution:

1. Deeming the real property located at the 314 Pilgrim Street (APN 151-120-32) as excess;
2. Authorizing the sale of the property to the Children’s Home of Stockton Foundation; and,
3. Authorizing the City Manager to execute the purchase agreement and any related documents.

#### Summary

In 2002, the City of Stockton acquired the property at 314 Pilgrim Street (Attachment A -Vicinity Map and Attachment B - Aerial Map) through a foreclosure sale as the holder of a second mortgage on the property. The purpose of the second mortgage was for the rehabilitation of the home. After the owner passed away, the heirs to the property allowed it to go into default and the City purchased the home from the first mortgage holder to protect its interest in the property. The City has received an offer from the Children’s Home of Stockton Foundation to purchase the property in an “as is” condition for \$35,000.

#### DISCUSSION

##### Background

In October 1990, the City of Stockton granted a CDBG deferred-payment, residential rehabilitation loan in the amount of \$30,000 for repairs to the single-family home located at 314 N. Pilgrim Street. The property owner passed away and the heirs stopped making payments. On December 2, 2002, the City acquired the property from the first mortgage holder through foreclosure proceedings. The

City has been maintaining the property since then. The property consists of an approximate 834 square foot home on a 2,400 square foot lot. Presently, the home is in need of repairs to allow for decent, safe, and sanitary occupancy (Attachment C - Property Photograph).

### Present Situation

Administrative Directive HRD-02 requires that staff review the property for both future and present use, as well as the ability to develop the site.

Staff reviewed the use of the property and the surrounding neighborhood to determine what is in the best interest of the City and concluded that the sale of 314 N. Pilgrim Street was in the best interest of the City since the Children's Home is located in the area and has expressed a desire to use the property for future expansion of its services. Additionally, selling the property will reduce the City's maintenance and property tax expenses.

Normally, Government Code Section 54220 requires notice to public agencies; however, there is an exemption to this requirement for the sale of property that is less than 5,000 square feet. Since the subject property is below the square footage requirements at only 2,400 square feet, it is exempt from noticing requirements.

Administrative Directive HRD-02 allows for a member of the Real Property division to perform a staff estimate in cases where the property value is nominal, as was determined in this instance. Staff estimated the property value by reviewing comparable sales. The properties analyzed included sales within the general area of the Pilgrim Street property. All sales that were available were in good condition and habitable. Analysis showed that residential values in this area range from \$54 per square foot to \$72 per square foot.

The subject property which consists of an approximate 834 square foot home is not habitable at present due to deteriorating conditions and lack of utilities available to the structure. Based on its location and the fact that the existing building is in need of extensive repair to allow for occupancy, adjustments were made to the estimated value. The property appears to have a value of \$39 to \$42 per square foot after adjustments for the condition of the home. Therefore, staff determined the market value of the property to be \$35,000 in its "as is" condition. The Children's Home Foundation has agreed to purchase the property for market value, subject to the utility easement limitations. Staff recommends that the property be deemed excess and sold to the Children's Home of Stockton Foundation.

### Notification

As required, a "Notice of Intent to Grant or Sell Real Property Interest" in accordance with the provisions of Article V, Section 510, of the Charter of the City of Stockton was advertised in the legal notice section of The Record on April 25, 2014.

### ENVIRONMENTAL CLEARANCE

It has been determined by the Community Development Department that this action/project is exempt from the requirements of the California Environmental Quality Act (CEQA) and has been granted a "Categorical Exemption" under Article 19 and, specifically by Section 15312, Class 12 of the State CEQA Guidelines. In accordance with Section 65402 of the Government Code, the Community Development Department further determined that this project/action conforms to the City's General



Plan designation for the site and with the General Plan Policy Document, as amended.

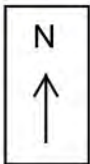
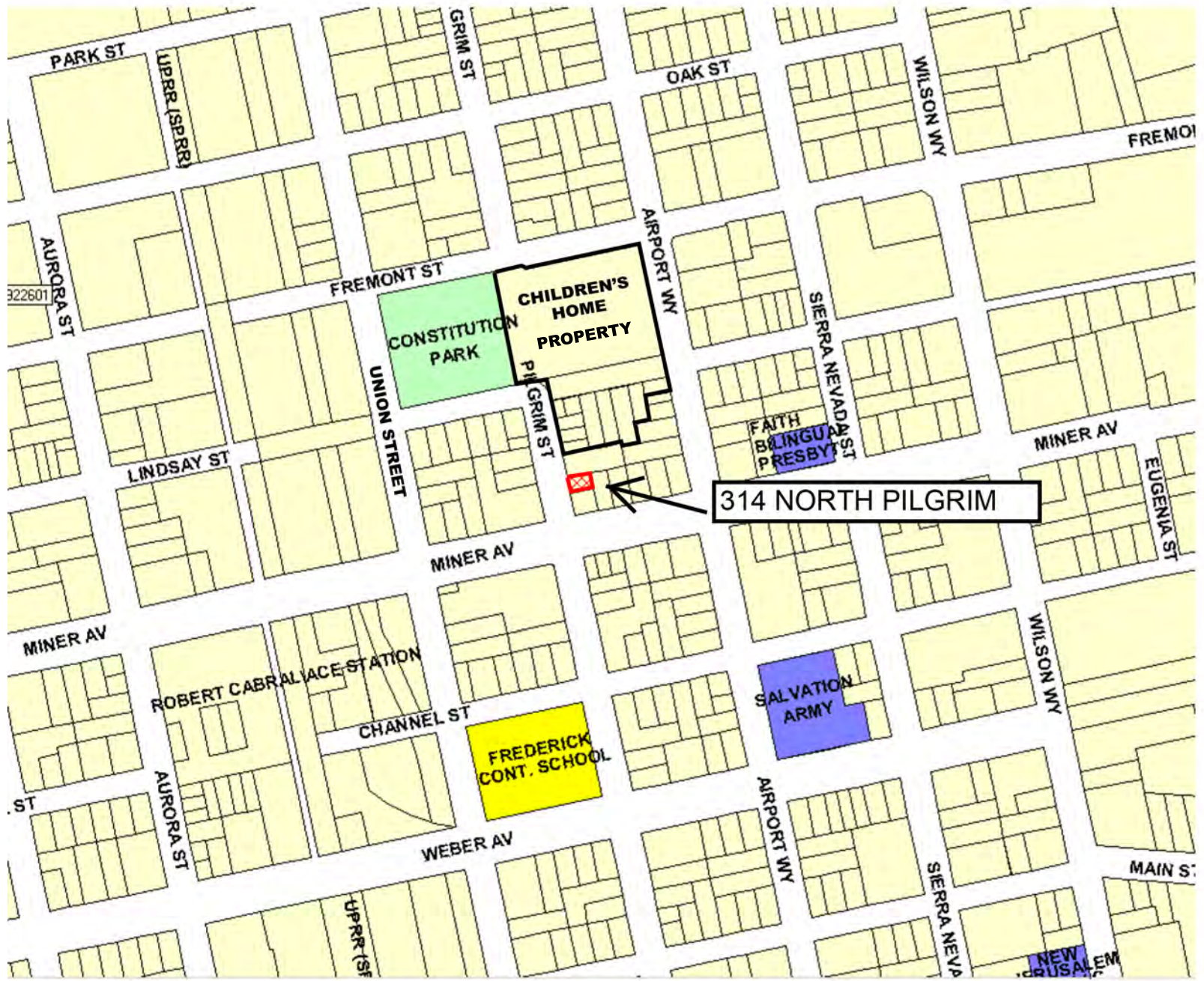
FINANCIAL SUMMARY

Upon close of escrow, the gross amount of \$35,000, less approximately \$3,300 for escrow closing costs, advertising, and filing fees for the Notice of Exemption, will be deposited into the CDBG Sale of Miscellaneous Property/Real Property-Foreclosure Account No. 054-0000-375.01-05.

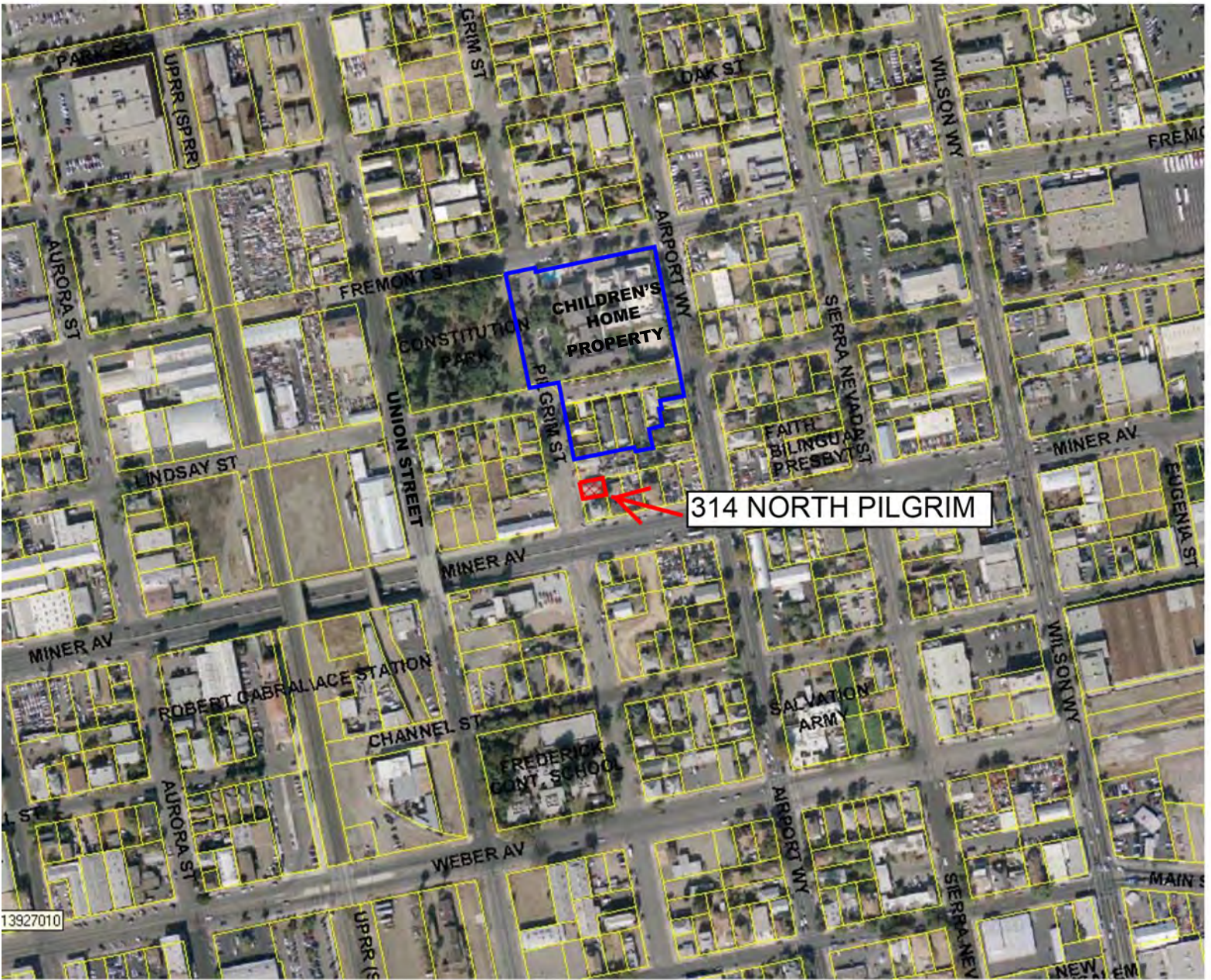
Attachment A - Vicinity Map

Attachment B - Aerial Map

Attachment C - Property Photograph











Resolution No.

## STOCKTON CITY COUNCIL

---

---

### **RESOLUTION AUTHORIZING THE SALE AND CONVEYANCE, VIA GRANT DEED, OF EXCESS REAL PROPERTY OWNED BY THE CITY OF STOCKTON TO THE CHILDREN'S HOME OF STOCKTON FOUNDATION FOR PROPERTY LOCATED AT 314 NORTH PILGRIM STREET**

The property located at 314 North Pilgrim Street, Stockton, California (Property), is owned in fee by the City of Stockton (City); and

The site has been vacant since 2002 and has been determined to be unnecessary for City use; and

The sale of the Property is in the best interest of the City because the Children's Home of Stockton Foundation's (Buyer) facility is located in the same area and Buyer needs the property for its future expansion and selling the property will relieve the City of paying for the property's ongoing maintenance; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. It is determined that the property located at 314 North Pilgrim Street, owned by the City and more particularly described in Exhibit 1 to this resolution, incorporated herein by this reference, is excess City property that is no longer needed for City business and it is in the best interest of the City to sell the Property to the Children's Home of Stockton Foundation.
2. It is declared that notice of the intention to sell or dispose of City-owned property, as more particularly described, was duly published in accordance with the provisions of Article V, section 510 of the Charter of the City.
3. The City is authorized to sell and convey, via a grant deed to Buyer, the Property, as described in the "Agreement for Purchase and Sale," attached hereto as Exhibit 1, and settle all costs of every kind and description resulting from the sale and conveyance of said interest in real property to Buyer.
4. The total selling price of the Property is \$35,000.00.
5. The City Manager is authorized to execute the deed and/or other instrument of conveyance, as provided in the Agreement, and to execute the Agreement and any other documents necessary to carry out the purposes hereof.





**AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY**

This Agreement for the Purchase and Sale of Real Property ("Agreement") is made and entered into on \_\_\_\_\_ (Effective Date) by and between THE CHILDREN'S HOME OF STOCKTON FOUNDATION ("Buyer") and THE CITY OF STOCKTON, a municipal corporation, ("Seller".)

**IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

1. Seller agrees to sell and grant fee title to Buyer, and Buyer agrees to purchase from Seller, that certain real property located at 314 North Pilgrim Street in the City of Stockton, County of San Joaquin, State of California ("Property"), and described in Exhibit "A" attached hereto and incorporated by this reference, upon the terms and conditions set forth in this Agreement subject to those liens, encumbrances, conditions, restrictions, easements, and rights of possession of record.

2. The total purchase price to be paid by Buyer for the Property shall be the sum of THIRTY-FIVE THOUSAND DOLLARS (\$35,000). Buyer will make a deposit of ONE THOUSAND DOLLARS (\$1,000) into escrow within ten (10) days of mutual execution of this agreement. Deposit to become non-refundable upon expiration of the Contingency Period.

3. Buyer agrees to accept the Property in its present "as is" condition based upon Buyer's own independent investigation of the Property and condition of title. Seller makes no representation or warranty as to the Property's present condition or suitability for present or future uses.

4. Cost of documentary transfer taxes, if any, shall be paid by Seller. The cost of the CLTA insurance, Escrow fees, and Escrow Holder's customary out-of-pocket expenses for messenger services, long distance telephone, etc. shall be paid in equal parts by Buyer and Seller. Buyer to be solely responsible any additional ALTA owner's coverage requested on the property.

5. Taxes, assessments, penalties, interest charges, delinquency charges, and municipal service charges of every kind levied upon or assessed against the Property in the Seller's name, except as otherwise expressly set forth herein, shall be paid by Seller to the date of recording.

6. For the purpose of conveying the herein described fee title to Buyer, Seller shall execute, acknowledge and deliver a Grant Deed, for recordation with the San Joaquin County Recorder, to be used in accordance with this Agreement, upon completion by Buyer of all necessary conditions.

7. For the benefit of Buyer, the Close of Escrow and Buyer's obligation to consummate the purchase of the Property shall be contingent upon and subject to Buyer's approval of a Preliminary Title Report issued by Chicago Title Company and Buyer will have ten (10) days from the date of this Agreement to approve the Preliminary Title Report.

Buyer will have forty-five (45) days to perform its due diligence inspections and reviews (Contingency Period). Buyer will have 10 days from the Effective Date of the agreement to request due diligence items from Seller and Seller will have 10 days to deliver requested items in its possession.

8. The Close of Escrow shall be no later than the first business day occurring fifty-five (55) days after the Effective Date of this Agreement signed by both Buyer and Seller. Each party agrees to execute escrow instructions as may be necessary or proper in order to consummate the transaction contemplated by this Agreement.

9. Buyer acknowledges that if desired, it will perform its own due diligence inspections of the property and agrees to hold the Seller harmless as to the condition of any improvements located on the property at time of close of escrow. Buyer agrees that the information obtained from Seller or pursuant to any inspections completed by Buyer shall be kept in confidence and will not be revealed to outside parties other than lenders, principals, affiliates or clients or as required by law or for valid business purpose of Buyer.

Buyer agrees to indemnify, save, hold harmless, and at City's request, defend the City, its officers, agents, and employees from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to the City in connection with the performance, or failure to perform, by Buyer or its contractor, officers, agents, sub-contractors, employees, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in regards to performing any due diligence inspections under this Agreement, and from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of Buyer, contractor, its officers, agents, or employees while performing any due diligence inspections under this Agreement. The duty to defend and the duty to indemnify are separate and distinct obligations. These duties shall survive the termination of this agreement.

10. Buyer shall, upon request by Seller, execute, acknowledge and deliver such documents or take such action as may be necessary or convenient to carry out the spirit and intent of this Agreement.

11. Any notice which either party may or is required to give shall be in writing and given by personal delivery or mailing same by certified mail, return receipt requested, postage prepaid, to the other party at the address shown below or at such other place as may be designated by the parties from time to time, and any notice so mailed shall be deemed received on the third day after mailing.

Buyer's address: The Children's Home of Stockton  
430 N. Pilgrim Street  
Stockton, CA 95201

Seller's address: City of Stockton  
425 N. El Dorado Street  
Stockton, CA 95202  
Attn: City Manager

Escrow Holder: Chicago Title Company  
2021 W. March Lane, Suite #1A  
Stockton, CA 95207  
Attn: Sherri Cearley

12. Time is of the essence of this Agreement.

13. This Agreement is subject to final approval by the City Council of the City of Stockton.

14. Buyer warrants to Seller that Buyer has not used the services of a real estate broker. Buyer shall be responsible at Buyer's sole expense for real estate brokerage fees or commissions, if any.

15. If suit should be brought for any sum due or the enforcement or declaration of any obligation or right hereunder, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees.

16. This Agreement shall bind and inure to the benefit of the parties and their respective successors, heirs, executors, administrators and assigns.

17. This agreement represents the entire and integrated agreement between Seller and Buyer and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both parties.

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

18. The undersigned represent and warrant they are duly authorized to execute the Agreement and to bind the parties.

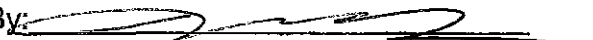
DATED: \_\_\_\_\_

"BUYER"

THE CHILDREN'S HOME OF  
STOCKTON FOUNDATION

BUYER'S ATTORNEY:

By: \_\_\_\_\_

By: 

Printed Name: Jim Hanley

Title: President

"SELLER"

CITY OF STOCKTON

By: \_\_\_\_\_

KURT O. WILSON  
CITY MANAGER

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

By: \_\_\_\_\_  
CITY ATTORNEY

**EXHIBIT "A"**

THE NORTH FORTY (40) FEET OF LOT TWO (2), AND THE NORTH 40 FEET OF THE WEST 10 FEET OF LOT FOUR (4), IN BLOCK TWO HUNDRED TWENTY (220), EAST OF CENTER STREET, IN THE CITY OF STOCKTON, ACCORDING TO THE OFFICIAL MAP OR PLAT THEREOF, SAN JOAQUIN COUNTY RECORDS.





# City of Stockton

## Legislation Details (With Text)

File #: 14-0394 Version: 2  
 Type: Consent Status: Agenda Ready  
 In control: City Council/Successor Agency to the  
 Redevelopment Agency/Public Financing  
 AuthorityConcurrent

- Attachments: [Attachment A - Vicinity Map](#)  
[Attachment B - Relocation Plan](#)  
[Attachment C - Resolution 08-0460](#)  
[Attachment D - Resolution 11-0041](#)  
[Attachment E - Rendering of Proposed Project](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

### LOAN TO SERVICE FIRST OF NORTHERN CALIFORNIA FOR THE REHABILITATION OF THE COVENTRY APARTMENTS, 4825 KENTFIELD ROAD

#### RECOMMENDATION

It is recommended that City Council approve a motion:

- 1) Approving a \$1,843,440 Neighborhood Stabilization Program loan to Service First of Northern California to rehabilitate the Coventry Apartments located at 4825 Kentfield Road;
- 2) Approving a Relocation Plan; and
- 3) Authorizing the City Manager, or his designee, to take whatever actions are necessary and appropriate to carry out the purpose and intent of the motion.

#### SUMMARY

On August 13, 2013, the City Council approved a \$1,710,800 Neighborhood Stabilization Program (NSP) loan to Service First of Northern California (Service First) to acquire the Coventry Apartments, a 46-unit apartment building at 4825 Kentfield Road (Attachment A - Vicinity Map). After acquiring the property, a comprehensive assessment of the building was conducted to determine the extent of the repairs that are needed. Service First is now requesting an additional \$1,843,440 loan to undertake the rehabilitation. It is recommended that the loan be funded with NSP funds which the City received from the U.S. Department of Housing and Urban Development (HUD) specifically to assist with this type of project. Upon completion of the rehabilitation, the project will provide 9 units affordable to households with incomes at or below 30 percent of the Area Median Income (AMI) and 36 units for households with incomes at or below 50 percent of AMI. The remaining unit will be occupied by an on-site manager.

The Council is also being asked to approve a Relocation Plan (Attachment B - Relocation Plan) for the project. Federal regulations require that a relocation plan be prepared and adopted by the local

legislative body when a project is being proposed for occupied housing units. The Relocation Plan identifies the relocation requirements and benefits, as specified by federal regulations, for the sixteen households that are currently living in the apartment complex who will be temporarily displaced while the rehabilitation takes place.

## DISCUSSION

### Background

The City has received two allocations of NSP funds known as NSP1 and NSP3 from HUD to help stabilize neighborhoods that have been affected by foreclosures. The program established by the City for use of the NSP funds includes the following activities: acquisition, rehabilitation and resale of foreclosed single-family foreclosed homes; acquisition, rehabilitation and rental of foreclosed properties; and down-payment assistance to households purchasing a foreclosed home.

The NSP guidelines require that at least 25 percent of the original grant and 25 percent of the program income generated from the resale of property go to activities that benefit households earning not more than 50 percent of AMI, which in Stockton is \$31,500 per year for a family of four. In order to meet this requirement, the Council approved the Acquisition, Rehabilitation, and Rental activity for NSP1 in November, 2008 (Attachment C - Resolution 08-0460) and for NSP3 in February, 2011 (Attachment D - Resolution 11-0041).

In August, 2013, Service First successfully negotiated the purchase of the Coventry Apartments as a project under Acquisition, Rehabilitation Rental activity. The Council approved a \$1,710,800 loan for the purchase of the complex. The apartments, which were constructed in 1964, sit on approximately one acre and consist of 46 units (seventeen one-bedroom and twenty-nine two-bedroom units).

### Present Situation

Since acquiring the property, Service First has conducted a comprehensive assessment of the property's condition and developed a detailed scope of the repair work that needs to be undertaken. The assessment showed that a significant amount of work needs to be undertaken and that the total cost for the work identified in the assessment is estimated at \$1,498,700.

While there have been updates to the units since they were constructed, no major renovations have been completed. The rehabilitation will include a new roofing system to change the current flat roof to a sloped roof. While repairing the flat roof could reduce the project cost by up to \$80,000, the sloped roof will reduce long term maintenance costs and improve the look of the complex. The rehabilitation will also include major improvements to the interior of the units, including new cabinets, counter tops, and appliances in the kitchens, new flooring throughout the units, updates to the bathrooms, and installation of new heating and air conditioning units in some of the apartments. Exterior improvements will include a new façade, new fencing, improvements to the landscaping, repaving of the parking lot, ADA accessibility improvements, and the installation of playground equipment (Attachment E - Rendering). Upgrades to the complex include installation of a new security system and wireless internet which will be available to all tenants.

Service First is requesting a loan of \$1,843,440 to cover project costs. In addition to the \$1,498,700 for construction, the requested loan amount includes \$45,000 to temporarily relocate tenants who are currently living in the complex, a ten percent contingency, and a developer fee. If the requested loan

is approved, the total City loan will be \$3,554,240.

City of Stockton Acquisition Loan (Resolution 2013-08-13-1201)	\$1,710,800
City of Stockton Rehabilitation Loan (Proposed)	\$1,843,440
Total City Loan	\$3,554,240

The Acquisition and Predevelopment Loan was a zero percent, one-year loan. If the rehabilitation loan is approved, it will be combined with the rehabilitation loan for one loan of \$3,554,370. Because the property was in foreclosure when Service First purchased it, the project is eligible to use NSP funds. It is therefore recommended that the loan be funded with NSP funds and that the loan be provided as a 55-year, 3 percent interest loan with annual repayments of 50 percent of residual receipts.

Nine of the units will be rented to households with incomes at or below 30% of the AMI. These units will help the City meet its legal obligations under the Price Case settlement agreement which requires that low-income housing units be constructed or rehabilitated to replace those destroyed in the downtown area during the early 2000's. As required by NSP, the remaining units will be rented to households with incomes at or below 50% of AMI, with the exception of one unit which will be occupied by an on-site manager.

Because of the extent of the rehabilitation, the sixteen households currently residing in the apartment complex cannot stay in their units during construction. Therefore, as required by federal regulations, a Relocation Plan identifying the relocation process was prepared by Service First. The Plan was reviewed by staff and found to meet the requirements.

It is anticipated that the tenants will be temporarily relocated within the complex. Vacant units will be rehabilitated first, and then tenants will be moved into those units. Tenants will have the right to move back into their original units or they may choose to stay in their new units. The tenants will be provided assistance moving and all costs associated with the moves, including the cost of professional movers and utility hookup fees, will be paid by Service First from the City's loan.

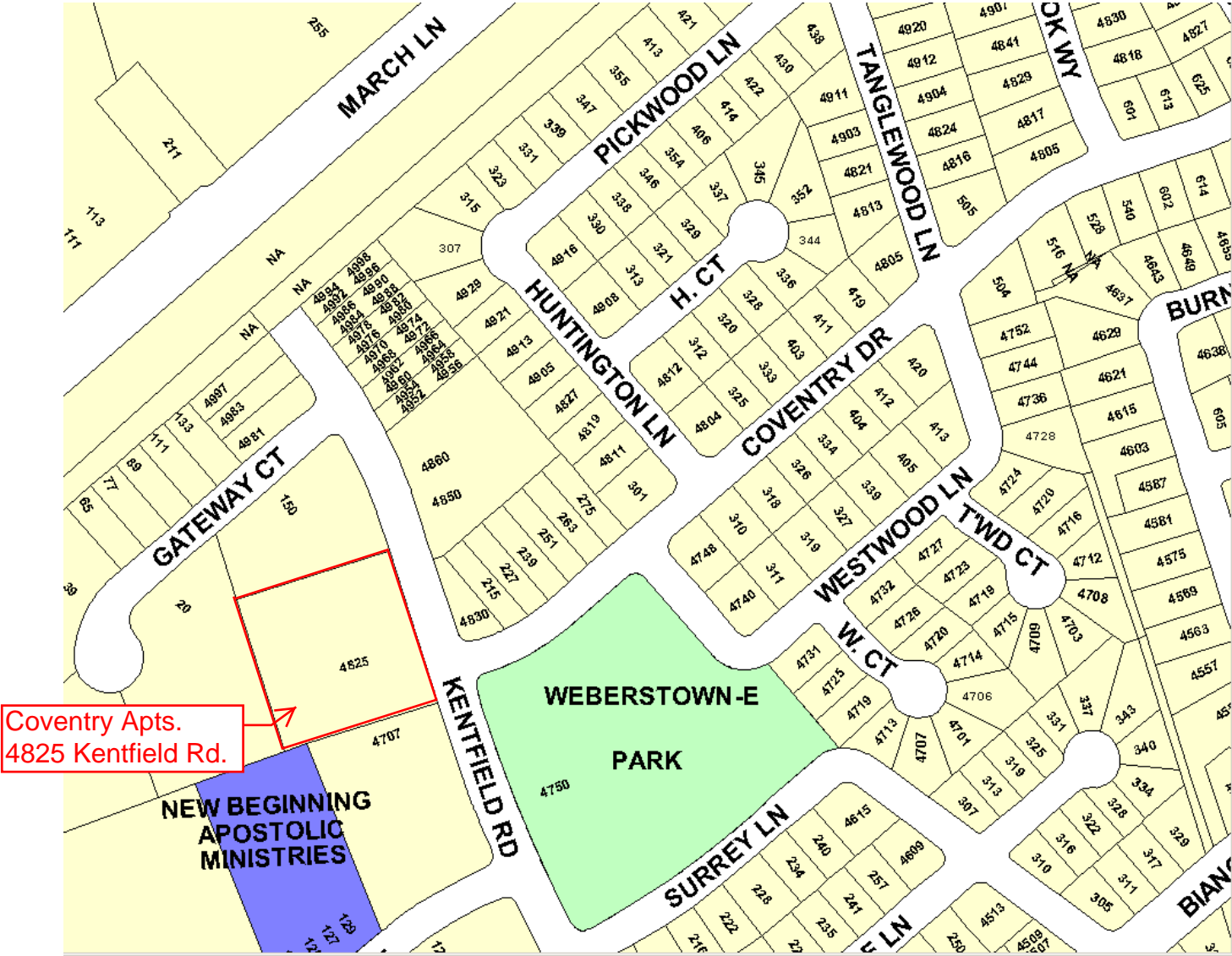
This project is furthering prior revitalization efforts and significant investment that the City previously made in the Kentfield neighborhood. In 2008, the City loaned \$6.3 million to Visionary Home Builders for the acquisition and rehabilitation of the 44-unit apartment complex immediately south of this property. Also in 2008, loans totaling \$9.6 million were made to Bridge Housing to acquire and rehabilitate a 90-unit apartment complex at 4545 Kentfield Road. The City also funded improvements to the neighborhood park across the street from the project, installed traffic calming measures and conducted targeted code enforcement efforts. This project will further assist in contributing to improving the neighborhood, which in the past has shown signs of disinvestment and poorly managed multi-family properties.

### FINANCIAL SUMMARY

No General Funds dollars will be used for this project.

Sufficient funds in the amount of \$1,843,440 are available in the NSP1 fund balance in Account Number 063-8526-640.20.51 (NSP1 Loan Expenditure Account).

- Attachment A - Vicinity Map
- Attachment B - Relocation Plan
- Attachment C - Resolution 08-0460
- Attachment D - Resolution 11-0041
- Attachment E - Rendering of Proposed Project





# ST of Northern California

102 West Bianchi Road, Stockton, CA 95207; Phone: (209) 644-6300; Fax: (209) 644-6333

## RELOCATION PLAN

### 1. DESCRIPTION OF SERVICES

Service First of Northern California, Inc. (SFNC) will provide RELOCATION SERVICES and ADVISORY SERVICES for the tenants occupying the Coventry Apartments located at 4825 Kentfield Road, Stockton CA. Relocation Services include the services necessary to move the tenants from their existing home while it is being rehabbed, to a temporary home, and then back to their original home after the repairs are completed. These services are to be provided in accordance with Housing and Urban Development (HUD) guidelines. SFNC will also provide Advisory Services. Advisory services are the face-to-face contacts with the tenants assuring that they understand their rights and responsibilities in respect to their needs, preferences and concerns until the project is completed.

### 2. DELIVERY OF THE SERVICES

- a. Start date: The start date of services will be effectively April 16, 2014.
- b. Completion date: The completion date is estimated at April 15, 2015 or completion of the rehabilitation of the entire apartment complex.

### 3. SITE

SFNC shall provide the Services at the following site(s):

Coventry Apartments  
4825 Kentfield Road  
Stockton, CA 95207

Service First of Northern California, Inc.  
102 W. Bianchi Road  
Stockton, CA 95207

### 4. RECORDS AND NOTICES

- 4.1 SFNC will create a database of all current residents by name, address, telephone and preferred method of contact. The database will also include the household size, unit size and current rental amount. SFNC will formally notice the residents of the temporary relocation plan and any other actions that may impact them throughout the project. The notices will be delivered to the residents in person and if contact cannot be made in person, then by registered mail with a return receipt.
- 4.2 SNFC will maintain a detailed, database of all contacts made and services provided to each individual tenant throughout the course of providing relocation assistance. All notices will be delivered by hand or certified mail with a return-receipt.
- 4.3 General Information Notice:  
SNFC will deliver to each tenant a General Information Notice (GIN), HUD Handbook 1378, Appendix 2. *This notice informs the tenant of the pending project*



and their rights. The notice also stresses that the tenant should not move at this time.

#### 4.4 Notice of Non-Displacement:

SNFC will deliver to each tenant a Notice of Non-Displacement, HUD Handbook 1378, Appendix 4. *This notice informs the tenants who will remain in the project after completion of the HOME-assisted activity of their rights and of the terms and conditions of their remaining at the property. The Notice is given to tenants who will stay in same unit or another suitable unit in the building of complex. This notice also informs the tenant of the pending project and their rights and stresses that the tenant should not move at this time.*

#### 4.5 Temporary Relocation Notice (Move Out Notice):

- 1) SNFC will deliver to each tenant a Move-Out Notice. This notice informs the tenants who will be temporarily relocated of their rights and of the conditions of their temporary move. *This notice provides a more specific date of their move and their rights and conditions of the move. The notice will be delivered at a minimum of 30 days prior to the move. The notice will contain the following:*
  - (i) The date the move will take place and the approximate duration of the temporary relocation (not to exceed 1 year);
  - (ii) Address of the unit the tenant occupies;
- 2) SNFC will complete a rent study of comparable housing in the area based on the tenants household size, income limitations, transportation needs and comparable to the tenants current rental unit.
- 3) The terms and conditions under which the tenant may lease and occupy a decent, safe and sanitary dwelling in the building/complex upon completion of the project
- 4) The notice will also include the required language assuring tenants of rents on their return:
  - (i) *Under CDBG at 24 CFR 570.606(b)(2)(D)(1):* "Your monthly rent will remain the same or, if increased, your new rent and estimated average utility costs will not exceed 30% of the household's average monthly gross income.
- 5) The reasonable out-of-pocket costs that may be reimbursed; and
- 6) The Advisory Services that will be available.

#### 5. ADVISORY SERVICES:

5.1 SNFC will insure that the existing tenants affected by the project understand his/her rights and responsibilities. Advisory services are required by law. SNFC will contact each person who is affected by the project to discuss his/her needs, preferences, and concerns. SNFC will make every effort to have a face-to-face contact when providing these services. A list of minimum relocation advisory services may be found in 49 CFR 24.205(c).

5.2 Relocation and Advisory services will be performed by SNFC, the contact person is

Greg Brazile  
102 W. Bianchi Road  
Stockton, Ca 95207

Cell (209) 598-1005  
Office (209) 644-6320  
Email: [gbrazile@comcast.net](mailto:gbrazile@comcast.net)

5.3 SNFC will have office hours at the Kentfield site. Initially, hours will be on a monthly basis, however once the tenant moves begin, SNFC will have Relocation staff on site on a weekly basis to address any of the tenant concerns.

5.4 Tenant Information Package: Advisory Services:

An information package will be delivered to each tenant by hand and discussed with each tenant the scope of the project. The package will contain the following:

- 1) Tenants will be advised of the scope of the project and that all the units will be impacted.
- 2) Tenants will be advised of why the relocation is being done.
- 3) Tenants will be reassured that it will be a temporary replacement not a permanent replacement and the anticipated length time of displacement
- 4) Tenants will be explained in detail the scope of the rehabilitation and the work to be performed.
- 5) Tenants will be advised that the rehabilitation may require an interruption of service such as water, lights, heat, etc. but none lasting longer than a few hours.
- 6) Tenants will be advised of the expected length of time for the rehabilitation to be completed.
- 7) Tenants will be advised that they will be able to relocate to other vacant units in the complex and have the option to move back to their current unit once the rehabilitation is completed.
- 8) Tenants will be advised that SFNC will arrange the moving of their personal furniture and belongings into the rehabilitated apartment units. The rehabbed apartment units will have new, flooring, paint, appliances and fixtures. The move will be made by professional moving company.
- 9) Tenants will be advised that SFNC will be responsible for arranging telephone, cable, internet, etc. reconnections both to the temporary unit and the unit tenant will move into after unit completion of the rehab.
- 10) Tenants will be advised that they will be reimbursed for any additional reasonable out-of-pocket expenses associated with the move.

6. FEE PROPOSAL:

Based on the scope of services outlined in the body of this document SNFC is requesting a fee of \$45,000 for the Relocation and Advisory Services associated with the rehabilitation of the Coventry Apartments.





# ST of Northern California

102 West Bianchi Road, Stockton, CA 95207; Phone: (209) 644-6300; Fax: (209) 644-6333

Date  
Name of Tenant  
Address  
City, State, Zip

Dear \_\_\_\_\_:

**SUBJECT: GENERAL INFORMATION NOTICERESIDENTIAL TENANT NOT  
DISPLACED**

---

Service First of Northern California and the City of Stockton will be rehabilitating the apartment building you currently occupy at 4825 Kentfield Road. The proposed project will receive funding assistance from the U.S. Department of Housing and Urban Development (HUD) under the Neighborhood Stabilization program.

**The purpose of this notice is to inform you that you will not be displaced in connection with the proposed project.**

The project has been approved and at some point, you will be required to move temporarily so that the rehabilitation of your apartment can be completed. The plan is to rehab half of the apartment units with new paint, flooring, fixtures and appliances and upon completion relocate you and the other tenants while their units are being rehabbed. The guidelines state that under a temporary move, suitable housing will be made available to you and you will be reimbursed for all reasonable out of pocket expenses, including moving costs and any increase in housing costs. You will need to continue to pay your rent and comply with all other lease terms and conditions.

Upon completion of the rehabilitation, you will be able to lease and occupy your present apartment or another suitable, decent, safe and sanitary apartment in the same building/complex under reasonable terms and conditions.

***Under CDBG at 24 CFR 570.606(b)(2)(D)(1): "Your monthly rent will remain the same or, if increased, your new rent and estimated average utility costs will not exceed 30% of the household's average monthly gross income.***

Federal financial assistance has been provided for the proposed project; therefore, you are protected by a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). One of the URA protections for persons temporarily relocated is that such relocations shall not extend beyond one year. If the temporary relocation lasts more than one year, you will be contacted and offered all permanent relocation assistance as a displaced person under the URA. This assistance would be in addition to any assistance you may receive in connection with temporary relocation and will not be reduced by the amount of any temporary relocation assistance previously provided. You will also have the right to appeal

**SUBJECT: GENERAL INFORMATION NOTICERESIDENTIAL TENANT NOT  
DISPLACED**

---

the agency's determination, if you feel that your application for assistance was not properly considered.

**(NOTE: Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.**

We urge you not to move at this time. If you choose to move, you will not be provided relocation assistance.

Please remember:

- This is not a notice to vacate the premises.
- This is not a notice of relocation eligibility.

You will be contacted soon so that we can provide you with more information about the proposed project. Service First will make every effort to accommodate your needs. Service First will contact you periodically during your temporary relocation to update you on the status of the project and to assist you with your move back to your apartment. In the interim, if you have any questions or concerns about the temporary relocation process, please contact:

**Greg Brazile**  
102 W. Bianchi Road  
Stockton, Ca 95207

Cell (209) 598-1005  
Office (209) 644-6320  
Email: gbrazile@comcast.net

This letter is important to you and should be retained.

Sincerely,

Vernell Hill, Jr  
President/CEO

Headquarters  
102 W. Bianchi Road  
Stockton, CA 95207  
(209) 644-6300  
Fax (209) 644-6333

Rep. Payee  
922 N. Center  
P.O. Box 4103  
Stockton, CA 95202  
(209) 644-4800  
Fax (209) 644-4826

"Options" Learning Center  
102 W. Bianchi Road  
Stockton, CA 95207  
(209) 938-0593  
Fax (209) 938-0595

Outpatient Program  
1222 Monaco Court  
Suite 28 Stockton, CA 95207  
(209) 627-6329  
(209) 644-6329  
Fax (209) 644-6308

Outpatient Program  
1101 M. Street  
Suite 28  
P.O. Box 16020  
Modesto, CA 95353  
(209) 557-0993  
(209) 577-0993  
Fax (209) 577-2776

P.O. E





# ST of Northern California

102 West Bianchi Road, Stockton, CA 95207; Phone: (209) 644-6300; Fax: (209) 644-6333

Date  
Name of Tenant  
Address  
City, State, Zip

Dear \_\_\_\_\_:

**SUBJECT: NOTICE OF DISPLACEMENT**

In the Notice of Non-displacement we sent you on ????????, 2013 we indicated that you might be required to move out of your apartment temporarily in order for the necessary rehabilitation of the entire apartment complex to be completed.

**This notice is to inform you that you will be required temporarily relocate out of your apartment on xxxxx 1, 2014 for a period of six months.**

Service First has completely rehabilitated some of the other apartment units in the complex. These units have new paint, flooring, fixtures and appliances. Service First is offering you the option to temporarily move into one of the newly rehabbed apartments with no additional increase in rent while we perform the same work on the apartment you occupy. Service first will handle all phases of the move out of your apartment including the cost of stopping and restarting utilities and cable. If you prefer not to take this option of temporarily relocating into one of the newly rehabbed apartment units then you have the following options:

- You may identify your own temporary housing unit, but it must be inspected by the Service First of Northern California and found to be decent, safe and sanitary. Service First is also available to assist you in identifying a suitable temporary housing unit.
- If you choose to stay with a family member or friend and you pay rent during your stay, you must be able to provide the Service First with proof of any rental payments.
- You will be reimbursed for all reasonable out-of-pocket expenses, including the cost of moving to and from the temporary unit, of changing utilities, of storage, and increased rent.
- If there are no cooking facilities in your temporary unit, you will be provided with an adequate meal stipend.

Upon completion of the rehabilitation, you will be able to lease and occupy your present apartment or another suitable, decent, safe and sanitary apartment in the same building/complex under reasonable terms and conditions.

***Under CDBG at 24 CFR 570.606(b)(2)(D)(1): "Your monthly rent on your return will remain the same or, if increased, your new rent and estimated average utility costs will not exceed 30% of the household's average monthly gross income."***

**SUBJECT: NOTICE OF DISPLACEMENT**

Service First will contact you periodically during your temporary relocation to update you on the status of the project and to assist you with your move back to your apartment. In the interim, if you have any questions or concerns about the temporary relocation process, please contact:

**Greg Brazile**

102 W. Bianchi Road  
Stockton, Ca 95207

Cell (209) 598-1005  
Office (209) 644-6320  
Email: gbrazile@comcast.net

This letter is important to you and should be retained.

Sincerely,

Vernell Hill, Jr  
President/CEO

Headquarters  
102 W. Bianchi Road  
Stockton, CA 95207  
(209) 644-6300  
Fax (209) 644-6333

**Rep. Payee**  
922 N. Center  
P.O. Box 4103  
Stockton, CA 95202  
(209) 644-4800  
Fax (209) 644-4826

"Options" Learning Center  
102 W. Bianchi Road  
Stockton, CA 95207  
(209) 938-0593  
Fax (209) 938-0595

**Outpatient Program**  
1222 Monaco Court  
Suite 28  
Stockton, CA 95207  
(209) 644-6329  
Fax (209) 644-6308

**Outpatient Program**  
1101 M. Street  
Suite 28  
P.O. Box 10691  
Modesto, CA 95353  
(209) 577-0993  
Fax (209) 577-2776

P.O. E





# ST of Northern California

102 West Bianchi Road, Stockton, CA 95207; Phone: (209) 644-6300; Fax: (209) 644-6333

Date  
Name of Tenant  
Address  
City, State, Zip

**SUBJECT: NOTICE OF NON-DISPLACEMENT TO RESIDENTIAL TENANT**

On xxxxx 25, 2013 Service First of Northern California and the City of Stockton notified you of proposed plans to rehabilitate the Coventry Apartments, the property you currently occupy at 4825 Kentfield Road. The project has received funding assistance from the U.S. Department of Housing and Urban Development (HUD) under the Neighborhood Stabilization program. The complete rehabilitation of the entire apartment complex is estimated to take 9 months. Existing tenants will need to be temporarily relocated to another apartment unit for about 6 months.

**This is a notice of non-displacement. You will not be required to move permanently as result of the rehabilitation.**

This notice guarantees you the following:

1. Upon completion of the rehabilitation, you will be able to lease and occupy your present apartment or another suitable, decent, safe and sanitary apartment in the same building/complex under reasonable terms and conditions.
2. ***Under CDBG at 24 CFR 570.606(b)(2)(D)(1): "Your monthly rent will remain the same or, if increased, your new rent and estimated average utility costs will not exceed 30% of the household's average monthly gross income."***
3. You must move, temporarily, so that the rehabilitation can be completed. By the time you are ready to move-out other apartment units in the complex will have been completely rehabilitated and available to accommodate you with new paint, flooring, fixtures and appliances.
4. If your wish is to move to a different location, you will be reimbursed for all reasonable out of pocket expenses, including the cost of moving to and from temporary housing and any increased interim housing costs. The temporary unit must be decent, safe and sanitary, and all other conditions of the temporary move must be reasonable.

Since you will have the opportunity to occupy a newly rehabilitated apartment, I urge you not to move out of the complex. (If you do elect to move for your own reasons, you will not receive any relocation assistance.) We will make every effort to accommodate your needs.

**SUBJECT: GUIDEFORM NOTICE OF NONDISPLACEMENT TO RESIDENTIAL TENANT**

Because federal funding is involved in this project, you are protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. Of course, you must continue to comply with the terms and conditions of your current lease.

If you have any questions, please contact

Greg Brazile  
102 W. Bianchi Road  
Stockton, Ca 95207

Cell (209) 598-1005  
Office (209) 644-6320  
Email: gbrazile@comcast.net

This letter is important to you and should be retained.

Sincerely,

Vernell Hill, Jr  
President/CEO

Headquarters  
102 W. Bianchi Road  
Stockton, CA 95207  
(209) 644-6300  
Fax (209) 644-6333

Rep. Payee  
922 N. Center  
P.O. Box 4103  
Stockton, CA 95202  
(209) 644-4800  
Fax (209) 644-4826

"Options" Learning Center  
102 W. Bianchi Road  
Stockton, CA 95207  
(209) 938-0593  
Fax (209) 938-0595

Outpatient Program  
1222 Monaco Suite 28  
Suite 28 Stockton, CA 95207  
Stockton, CA 95207  
(209) 644-6329  
Fax (209) 644-6308

Outpatient Program  
1101 M. Street, Box 3102  
P.O. Box 1102, CA 95353  
Modesto, CA 95357-0993  
(209) 577-0993  
Fax (209) 577-2776

Resolution No. 08-0460

## STOCKTON CITY COUNCIL

---

### RESOLUTION APPROVING AN AMENDMENT TO THE 2008-2009 ONE-YEAR ACTION PLAN AND AUTHORIZING THE CITY MANAGER TO TAKE ACTIONS WHICH ARE APPROPRIATE TO CARRY OUT THE PURPOSE AND INTENT OF THE RESOLUTION

Title III of the Housing and Economic Recovery Act 2008 appropriated funds for emergency assistance for acquisition and redevelopment of abandoned and foreclosed homes and residential properties. These funds are to be considered Community Development Block Grant (CDBG) funds and the grant program is to be commonly referred to as the Neighborhood Stabilization Program (NSP); and


The U.S. Department of Housing and Community Development (HUD) established the guidelines for implementation of the Neighborhood Stabilization Program and determined that each grantee eligible to receive Neighborhood Stabilization Program funds already receives an annual Community Development Block Grant allocation and therefore has a Consolidated Plan, and annual action plan, and a citizen participation plan. The Consolidated Plans already discuss housing needs related to the major U.S. Department of Housing and Community Development grant programs and the annual action plan describes the activities budgeted under each of those annual programs. The U.S. Department of Housing and Community Development has therefore determined that a grantee's use of its Neighborhood Stabilization Program grant is a substantial amendment to its current approved consolidated plan and annual action plan; and

In compliance with 24 CFR, Parts 91, 92, 570, 574, 576 and 968, which address the Consolidated Plan Submission for Community Planning and Development Programs, the City prepared a Consolidated Plan for CDBG, HOME and ESG Programs; and

Each year the City prepares a One-Year Action Plan, which updates the Consolidated Plan; and

The 2008-2009 One Year Action Plan was approved by the City Council on April 29, 2008, and subsequently approved by the U.S. Department of Housing and Urban Development ("HUD") on June 18, 2008; and

On October 22, 2008, the proposed amendment to the 2008-2009 One-Year Action Plan was presented to the Council's Housing Committee for consideration, a public notice was published in *The Record*, the local newspaper of general circulation and posted on the City's website, thereby beginning a 15-day period for citizens to review and comment on the draft amendment; and

City Atty:   
 Review \_\_\_\_\_  
 Date November 12, 2008

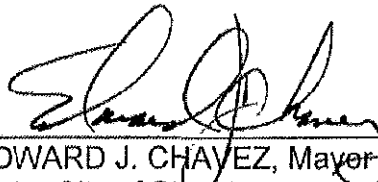
On November 18, 2008, the City Council held a public hearing, during which: (1) staff presented an in-depth review of the proposed amendment to the 2008-2009 One-Year Action Plan, and (2) citizens were provided an opportunity to comment, and all persons requesting to be heard were heard and their comments considered; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

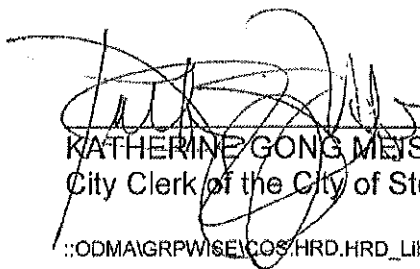
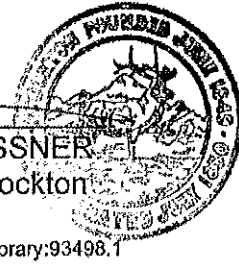
1. The City Council hereby approves the amendment to the 2008-2009 One-Year Action Plan and all related documents, all of which are on file with the Office of the City Clerk and the Housing Department.

2. The City Manager is authorized to take other actions as are appropriate to carry out the purpose and intent of this resolution, including furnishing such additional documentation as may be required by HUD and the execution of any related documents.

PASSED, APPROVED AND ADOPTED NOV 18 2008

  
EDWARD J. CHAVEZ, Mayor  
of the City of Stockton

ATTEST:

  
KATHERINE GONG MEISSNER  
City Clerk of the City of Stockton  


\\ODMAIGRPW\SE\COS\HRD\HRD\_Library\93496.1

11-0041

Resolution No.

## STOCKTON CITY COUNCIL

---

### RESOLUTION APPROVING AN AMENDMENT TO THE 2010-2011 ONE-YEAR ACTION PLAN FOR THE NEIGHBORHOOD STABILIZATION PROGRAM 3

Section 1497 of the Wall Street Reform and Consumer Protection Act of 2010 (Dodd-Frank Act) allocated funds for the purpose of assisting in the redevelopment of abandoned and foreclosed homes. These funds represent a third round of the Neighborhood Stabilization Program (NSP) and are known as NSP3. The City received a prior allocation of NSP funds through the Housing and Economic Recovery Act of 2008 (HERA). The NSP funds are considered a special allocation of Community Development Block Grant (CDBG) funds; and

The U.S. Department of Housing and Urban Development (HUD) established the guidelines for implementation of the NSP3 and determined that many of the jurisdictions already receive an annual CDBG allocation and therefore have a Consolidated Plan, an annual action plan, and a citizen participation plan. The Consolidated Plan discusses housing needs related to the major HUD grant programs and the annual action plan describes the activities budgeted under each of those annual programs. HUD has therefore determined that a grantee's use of its NSP grant is a substantial amendment to its current approved Consolidated Plan and annual action plan; and

In compliance with 24 C.F.R., Parts 91, 92, 570, 574, 576, and 968, which address the Consolidated Plan Submission for Community Planning and Development Programs, the City prepared a Consolidated Plan for CDBG, HOME and Emergency Shelter Grant Programs; and

Each year the City prepares a One-Year Action Plan, which updates the Consolidated Plan; and

The 2010-11 One-Year Action Plan was approved by the City Council on April 27, 2010, and subsequently approved by the HUD on August 25, 2010; and

On January 25, 2011, the proposed amendment to the 2010-11 One-Year Action Plan was presented to the Council's Ad-Hoc Housing Committee for consideration. On January 28, 2011, a public notice was published in *The Record*, the local newspaper of general circulation and posted on the City's website, thereby beginning a 15-day period for citizens to review and comment on the draft amendment; and

On February 15, 2011, the City Council held a public hearing, during which: (1) staff presented an in-depth review of the proposed amendment to the 2010-2011 One-Year Action Plan, and (2) citizens were provided an opportunity to comment, and

City Atty:                       
 Review                       
 Date February 8, 2011



all persons requesting to be heard were heard and their comments considered; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The City Council hereby approves the amendment to the 2010-2011 One-Year Action Plan and all related documents, all of which are on file with the Office of the City Clerk and the Economic Development Department.


2. The City Manager is authorized to take other actions as are appropriate to carry out the purpose and intent of this resolution, including furnishing such additional documentation as may be required by HUD and the execution of any related documents.

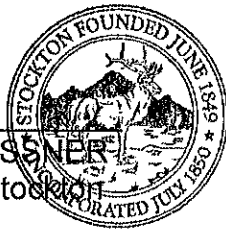
PASSED, APPROVED, and ADOPTED FEB 15 2011.



ANN JOHNSTON, Mayor  
of the City of Stockton

ATTEST:

*for*   
KATHERINE GONGMEISSNER  
City Clerk of the City of Stockton



::ODMA\GRPWISE\COS.HRD.HRD\_Library:104574.1





# City of Stockton

## Legislation Details (With Text)

File #: 14-0421 Version: 1  
 Type: Consent Status: Agenda Ready  
 In control: City Council/Successor Agency to the  
 Redevelopment Agency/Public Financing  
 AuthorityConcurrent

Attachments: [Attachment A - SPURR Renewal Agreement](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

**AUTHORIZE A RENEWAL AGREEMENT FOR NATURAL GAS SERVICES THROUGH THE SCHOOL PROJECT FOR UTILITY RATE REDUCTION (SPURR) FOR THE MUNICIPAL UTILITIES DEPARTMENT**

### RECOMMENDATION

It is recommended that the City Council approve a motion authorizing the City Manager to execute the Renewal Agreement for natural gas services with the School Project for Utility Rate Reduction (SPURR) to provide natural gas to the Municipal Utilities Department (MUD) at a reduced fixed unit price for members (Attachment A).

It is further recommended that the City Manager be authorized to take appropriate actions to carry out the purpose and intent of this motion.

### Summary

The School Project for Utility Rate Reduction is a Joint Powers Authority established to increase the purchasing power of public agencies to reduce costs of natural gas supplied to those agencies. For over 15 years, the City has participated in SPURR to reduce the overall cost of natural gas purchased by MUD to produce electric power at the Regional Wastewater Control Facility's (RWCF) Cogeneration Facility. The Renewal Agreements are for a period of five years. The most current agreement will expire on June 30, 2014. With this action, the City Council will authorize the continued participation in SPURR.

### DISCUSSION

#### Background

The School Project for Utility Rate Reduction is a Joint Powers Authority (JPA) formed in 1989 for the purpose of aggregating the purchasing power and expertise among public agencies to reduce the cost of natural gas. This program serves over 200 agencies, including UC and CSU campuses, municipalities, and other California public agencies.

The City's natural gas purchases are currently made under a city-wide agreement with SPURR.

Natural gas used by the MUD is paid by the City and charged to the appropriate MUD account in the same manner as charges for other PG&E utility services. MUD has participated for over 15 years in the SPURR natural gas procurement program.

This agency buys natural gas at the wholesale level from multiple suppliers including, but not limited to, Shell Energy, ConocoPhillips, BP, United Energy Trading, Constellation Energy. SPURR provides its participating agencies with reduced pricing through its relationship with multiple suppliers and the purchasing power of the participating agencies.

Present Situation

On average, the RWCF uses 100,000 therms (thm) of natural gas per month. Using the average monthly usage of 100,000 thms, the table below demonstrates the average cost savings realized in the past five years through participation in SPURR when compared with normal PG&E prices.

Fiscal Year	SPURR, \$/thm	PG&E, \$/thm	Monthly Cost Savings
2008-2009	\$0.616	\$0.751	\$ 13,500
2009-2010	\$0.500	\$0.525	\$ 2,500
2010-2011	\$0.449	\$0.564	\$ 11,500
2011-2012	\$0.376	\$0.474	\$ 9,800
2012-2013	\$0.399	\$0.451	\$ 5,200

Over a five-year period, this is on average an annual savings of about \$100,000 and just over \$500,000 for the period. The cost savings will vary depending on the negotiated bulk prices and the quantity of natural gas purchased. If purchases are reduced MUD, it will reduce the total cost savings over PG&E prices. There is a nominal administration fee charged by SPURR to its participating members. The fee is determined based on the number of participating agencies and their respective consumption volume. The fee is included in the per thm cost and is reflected in the comparison table above. For Fiscal Year 13-14, the administrative fee for the City was \$0.0075/thm. It is anticipated the future administration fees will be similar to the current rate, but may adjust depending on the number of participating members in SPURR.

It is expected the City will continue to realize natural gas cost savings by participating in SPURR. Therefore, staff recommends the City Council approve executing a five-year Renewal Agreement for Natural Gas Services with SPURR.

FINANCIAL SUMMARY

The charges for natural gas are paid for by the City and charged to the appropriate MUD account in the same manner as charges for other PG&E utility services. There is no separate membership fee for participation in SPURR, and the administration fees are included in the price per therm used.

There is no impact to the General Fund, or any other unrestricted fund, from this action.

Attachment A - SPURR Renewal Agreement







ATTACHMENT A

**RENEWAL AGREEMENT FOR NATURAL GAS SERVICES**  
**-- GENERAL TERMS AND CONDITIONS --**

**BACKGROUND**

A. SPURR is a California joint powers authority, whose members are California public K-12 school districts, community college districts, and county offices of education.

B. SPURR operates an aggregated natural gas acquisition program (the "Gas Program") for its members, other public agencies, and non-profit educational institutions in California.

C. Participant wishes to participate in the Gas Program. Natural gas will be delivered to Participant's facilities by the local natural gas distribution utility ("Utility").

D. These General Terms and Conditions are part of the Agreement for Natural Gas between SPURR and Participant (this "Agreement").

E. The following information is provided in the cover sheet attached to this Agreement (the "Cover Sheet"):

i. Participant's identity and addresses for notice, operations and billing.

ii. The Effective Date and Termination Date of this Agreement, subject to earlier termination pursuant to section 15 of this Agreement.

F. The account list attached to this Agreement (the "Account List") identifies Participant's natural gas accounts (the "Accounts") in the Gas Program, including the Utility's identification number, street address, city, and postal code for each Account.

**AGREEMENT**

For good and valuable consideration, the parties to this Agreement agree as follows:

1. Full Requirements Supply. Participant will purchase its full natural gas requirements for all of the Accounts exclusively through the Gas Program during the term of this Agreement. Accounts may be added to this Agreement at any time by agreement of the parties. Accounts may be deleted from this Agreement only if Participant ceases to operate the facility served by that Account.

2. Deliveries. SPURR will deliver natural gas supplied under this Agreement (the "Natural Gas") to one or more pipeline interconnections where Utility receives natural gas for service to Utility's natural gas market (the "Delivery Points"). The Natural Gas will be measured in accordance with procedures established by Utility at the Delivery Points. SPURR warrants good title to the Natural Gas upon delivery to the Delivery Points. Title and risk of loss for the Natural Gas will transfer from SPURR to Utility on behalf of Participant at the Delivery Points. Participant is responsible for Utility transportation services from the Delivery Points to Participant's facilities. Participant is responsible for all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Natural Gas at the Delivery Points and after the Delivery Points.

3. Authorization. Participant hereby authorizes SPURR (a) to act on behalf of Participant to obtain natural gas under applicable Utility tariffs to (b) complete and deliver on behalf of Participant all documents or instruments reasonably necessary to carry out the purposes of this Agreement and (c) to obtain historical information related to the Accounts from the Utility or from any third party acting on behalf of Utility or Participant.

4. Gas Supply Services. SPURR will provide the following services (the "Services") under the Gas Program with respect to the Accounts:

a. Provide Natural Gas supply service, either "core" or "noncore" as applicable, in accordance with Utility's tariffs, regulations of the California Public Utilities Commission (the "CPUC"), and other applicable law or regulation.

b. Develop and implement, directly or indirectly, all functions necessary for Natural Gas supply service, including negotiation of prices with wholesale suppliers, transportation to the Delivery Points, scheduling and balancing to the Delivery Points, acquisition and usage of storage, and all related operational transactions.

c. Procure supplies in accordance with applicable law and regulation.

d. Execute and deliver necessary documentation to Utility on behalf of Participant, based upon information to be provided by Participant.

e. Deliver Natural Gas which meets or exceeds the quality, temperature and pressure requirements of Utility at the Delivery Points.

5. Additional Services. Under the Gas Program, SPURR will provide the following additional services (the "Additional Services"), to the extent directed by the SPURR Board of Directors:

a. Provide information to Participants regarding operations and costs under the Gas Program, including periodic updates delivered in electronic form or on paper.

b. Provide information to Participants regarding natural gas market issues and related Utility services and tariffs.

c. Develop and present to Participant for consideration programs designed to reduce or control costs for natural gas or other utilities services, or to provide additional value related to those services.

d. Represent the interests of SPURR constituents as consumers of natural gas and other utility services before the CPUC, the California Legislature, and other governmental or regulatory authorities, or in other legal proceedings.

6. Account Identification. Participant is responsible for identifying the Accounts covered under this Agreement. If SPURR provides a draft Account List, Participant will review and correct the draft as necessary. Participant will notify SPURR of any changes in the Account List within thirty (30) days of such changes.



ATTACHMENT A

**RENEWAL AGREEMENT FOR NATURAL GAS SERVICES**  
**-- GENERAL TERMS AND CONDITIONS --**

7. Provisions Specific to Noncore Accounts. For any noncore Account, Participant will do each of the following:

a. Notify SPURR of any change in Participant's operations which may increase or decrease the consumption of natural gas by ten percent (10%) or more as compared to historical levels or to Participant's projected levels provided to SPURR. Participant will provide notice as soon as it is aware of the change(s), in advance where possible, and in each case not two (2) days after the change for any noncore Accounts. Examples of operational changes include addition or deletion of significant facilities or equipment served through an Account, major changes in hours of operation of a facility, scheduled or unscheduled shutdowns of facilities or equipment and renovation of facilities or equipment. Participant shall be responsible for any costs incurred by SPURR as a result of any failure to advise SPURR of operational changes.

b. Provide SPURR with good faith estimates of monthly consumption for the 12 months following the Effective Date.

8. Administrative Fees. As consideration for the Services and the Additional Services, Participant will pay fees to SPURR (the "Administrative Fees"). The amount of the Administrative Fees will be established by the SPURR Board on an annual basis, in accordance with the SPURR JPA Agreement. The Administrative Fees will be based on volumes consumed by Participant. The Administrative Fees will be subject to annual audit, as part of the annual financial audit of SPURR. A copy of the completed annual SPURR financial audit will be delivered to Participant at any time upon request.

9. Invoicing and Payment. Participant shall pay SPURR for Natural Gas in accordance with monthly invoices rendered by SPURR in commercially reasonable detail. SPURR shall provide Participant with summary invoices for all of its core Accounts or, if requested by Participant, with "cost center" invoices for sets of core Accounts.

10. Price. The default price of Natural Gas to Participant under this Agreement will include Participant's pro rata share of all costs, expenses, and charges arising from acquisition, possession, and delivery of the Natural Gas under the Gas Program, the Administrative Fees, applicable Taxes, and any necessary, documented adjustments. SPURR will provide advance notice of prices to the extent customary under the Gas Program. Specific pricing arrangements other than default pricing may be negotiated by the parties and documented as attachments to this Agreement.

11. Late Payment. Invoices shall be due upon presentment and will be past due twenty (20) days after the invoice date. Late payment charges may be

imposed by SPURR at a rate equal to one and one-half percent (1.5%) per month on all outstanding balances. SPURR may also bill Participant for reasonable charges associated with costs of collection on past due accounts as well as reasonable charges associated with suspension and resumption of service under this Agreement. Payments not received within sixty (60) days from the invoice date are subject to journal voucher transfer by Participant's county office of education or county superintendent of schools.

12. Collection of Utility's Transportation Charges. As a convenience to Participant, SPURR will accept from Utility invoices for Utility's transportation charges (including any applicable Taxes) for Participant's core Accounts. SPURR will pay Utility as invoiced and will include such charges in SPURR's invoices to Participant. Utility transportation charges will be passed through to Utility upon collection by SPURR. SPURR reserves the right to cease collecting Utility's transportation charges, upon sixty (60) days notice to Participant. SPURR will not collect Utility transportation charges for noncore Accounts except pursuant to express agreement between the parties.

13. Escrow Account. SPURR has established an escrow account for Gas Program receipts and payments. The instructions for this escrow account have been approved by the Board of Directors of SPURR, and include a list of the authorized recipients of payments from the account. Only SPURR management may authorize release of funds from the escrow account.

14. Indemnification. Each party will indemnify and hold harmless the other party, together with their respective board members, officers, directors, employees, agents, and representatives, from and against all claims, damages, losses and expenses (including reasonable attorney's fees), but exclusive of consequential damages, arising out of or resulting from (a) any action or inaction related to the Natural Gas during the period when title to the Natural Gas is vested in the indemnifying party or (b) any breach of a covenant, representation or warranty under this Agreement by the indemnifying party. As a condition of its indemnification obligations, the indemnifying party must receive prompt notice of the indemnified claim and must have the right to control the investigation, defense, and settlement of such claim.

15. Term and Termination.

a. Service Start Date. Service under this Agreement will commence for each Account on the earliest practicable date on or after the Effective Date on which Utility recognizes SPURR or its nominee as providing gas to an Account.

b. Scheduled Termination. Subject to earlier termination as provided below, this Agreement will terminate on the Termination Date.

c. Early Termination by Participant. Participant may terminate this Agreement, for any or all Accounts, effective on June 30 of any year by giving



## RENEWAL AGREEMENT FOR NATURAL GAS SERVICES

### -- GENERAL TERMS AND CONDITIONS --

SPURR notice of such termination on or before March 1 of that year.

c. **Early Termination By SPURR.** SPURR may terminate this Agreement (i) upon thirty (30) days notice to Participant if Participant has failed to comply with any material obligations under this Agreement, including the failure to pay amounts owed to SPURR, (ii) effective on June 30 of any year by giving Participant notice of termination on or before March 1 of that year, or (iii) upon enactment or implementation by the CPUC or other governmental or regulatory authority, or by Utility, of a law, regulation, rule, or practice which conflicts with sound business practices, imposes significant unanticipated risk on either party to this Agreement, or substantially prevents either party from performing its obligations under this Agreement (other than the obligation of Participant to make payments, if any, due to SPURR), upon sixty (60) days notice to Participant, which notice shall specifically identify the regulation, rule or practice,

d. **Surviving Obligations. Notwithstanding any other provision of this Agreement,** (i) termination of this Agreement will not terminate the obligations of either party arising before the effective date of termination, including any pricing arrangements specifically entered into by the parties, (ii) Participant will pay SPURR for Natural Gas or services, if any, delivered by SPURR and received by Participant at any time, even if after the date of termination, and (iii) if Participant terminates this Agreement before the Termination Date and does not provide Notice of such early termination as prescribed above, Participant shall pay SPURR the commercially reasonable costs and expenses, including administrative overhead, attributable to liquidating forward Natural Gas supply purchases or other arrangements entered by SPURR in reliance on Participant's presence in the Gas Program.

16. **Force Majeure.** Except for Participant's obligation to make payments to SPURR when due, if either party is delayed, interrupted or prevented from performing any of its obligations under this Agreement, and such delay, interruption or prevention is due to acts of God, governmental act or failure to act, labor dispute, war, riot, civil disturbance, fire, earthquake, landslide, lightning, storm, flood, explosion, unavailability of materials, or any other cause outside the reasonable control of the party claiming suspension, and which, by the exercise of due diligence, that party is unable to prevent or overcome, then the time for performance of the affected obligations will be suspended during the continuance of the effects of the cause. The party whose performance is prevented by Force Majeure must provide Notice to the other party. Initial Notice may be given orally; however, written Notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible.

17. **Representations.** Each party represents and warrants to the other that it has the power and is authorized to enter into this Agreement. Participant represents and warrants to SPURR that, as the

Effective Date, the Accounts are not covered by any other natural gas aggregation or supply agreement.

18. **Further Assurances.** The parties will perform such further actions, including execution and delivery of other documents or instruments, as may be necessary or desirable to carry out the purposes of this Agreement.

19. **Complete Agreement.** This Agreement contains the complete agreement of the parties with respect to its subject matter and supersedes any other agreements between the parties as to that subject matter. This Agreement may be amended only by a writing signed by the parties.

20. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement will not be affected and will be enforceable to the fullest extent permitted by law.

21. **Successors and Assigns.** This Agreement is binding on the successors and assigns of the parties.

22. **Notices.** All, invoices, payments and other communications made pursuant to this Agreement ("Notices") shall be in **writing** and delivered to the addresses specified in writing by the respective parties from time to time. All Notices may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivered Notice shall be given when received on a business day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent by facsimile shall be deemed to have been received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received is not a business day or is after five p.m. on a business day, then such facsimile shall be deemed to have been received on the next following business day. Notice by overnight mail or courier shall be deemed to have been received on the next business day after it was sent or such earlier time as is confirmed by the receiving party. Notice via first class US Mail, properly addressed with postage prepaid, shall be deemed received five business days after mailing.

23. **PG&E Notice.** PG&E has requested that we include the following information into our document if applicable: "I (Participant) authorize the Core Transport Agent (SPURR) to act on the Participant's behalf, to obtain natural gas under PG&E's tariffs for Core Aggregation Service. The Participant will continue to be responsible for payment of PG&E's transportation charges, even if the Participant authorizes PG&E to send transportation charges to SPURR. The Participant also understands that the CPUC does not regulate SPURR under Core Aggregation Service. SPURR is not an agent of PG&E, and PG&E shall not be liable for any of the Core Transport Agent's acts, omissions or representations.

**PLEASE REVIEW THE ATTACHED ACCOUNT LIST.**

**TO ADD ACCOUNTS, PLEASE FAX COPIES  
OF LATEST UTILITY BILLS TO SPURR AT  
925-743-1014 OR EMAIL INFO TO  
[BILLING@SPURR.ORG](mailto:BILLING@SPURR.ORG).**



## RENEWAL AGREEMENT FOR NATURAL GAS SERVICES -- ACCOUNT LIST --

**City of Stockton**

**Customer Account Number: 24158**

Facility Account Number	Facility Name	City	ZIP
0074458376	2324 Pock Ln	STOCKTON	95205
0119650418	1501 Picardy Dr	STOCKTON	95203
0367919720	3638 E Hammer Ln	STOCKTON	95212
0376569520	Plymouth Rd S/o 5mi Sl	STOCKTON	95202
0575390062	N/s Black Oak Dr	STOCKTON	95207
0628339587	1767 W Hammer Ln	STOCKTON	95209
0837920464	Off Ishi go to St. w/o EWS Woods Blvd.	STOCKTON	95206
1004586188	3499 Manthey Rd	STOCKTON	95206
1060962923	So Calaveras Riv & W Lane	STOCKTON	95210
1124417442	3019 Mc Nabb Pl	STOCKTON	95209
1169516614	S/W Cor Ben Holt &	STOCKTON	95207
1522219858	City Hall	STOCKTON	95202
1632192788	1760 E Sonora St	STOCKTON	95205
1828418754	Charter & Lincoln	STOCKTON	95206
1911751587	1575 S Lincoln St	STOCKTON	95206
2631744495	Duck Creek-Airport Wy	STOCKTON	95206
2708218866	E/s Int 5 N/S Walker	STOCKTON	95206
3101612106	MARCH LN @SPRR	STOCKTON	95210

***To add accounts, please fax copies of latest utility bills to SPURR at 925-743-1014.***



# RENEWAL AGREEMENT FOR NATURAL GAS SERVICES

## -- ACCOUNT LIST --

### City of Stockton

**Customer Account Number: 24158**

Facility Account Number	Facility Name	City	ZIP
3101612372	N/S Hammer Ln @ UPRR tracks - Pump Station	STOCKTON	95210
3101612547	SS 14 Mile Slough	STOCKTON	95219
3101612645	March Ln @UPRR	STOCKTON	95210
3101612675	E Harding & Palm	STOCKTON	95205
3101612741	N/S Hammer Ln @ Southern Pacific Railroad tracks	STOCKTON	95210
3101612815	Clayton S/of Harvey St	STOCKTON	95206
3101612859	310 Sperry Rd	STOCKTON	95206
3199565124	3545 Alvarado Ave	STOCKTON	95204
3617517631	238 E Main St	STOCKTON	95202
3703877193	424 E 9th St	STOCKTON	95206
3983557042	E/S S J River 1/2mi	FRENCH CAMP	95231
4157503035	Cor Baker & Bedford	STOCKTON	95204
4343511253	4010 E Main St	STOCKTON	95215
4635282900	W/s Waterloo S/o	STOCKTON	95205
5420867546	425 N. El Dorado St.	STOCKTON	95219
5536762254	3040 W Washington St	STOCKTON	95206
5556178174	N/w Cor Brookside Rd	STOCKTON	95219
5788073092	Arch Rd N/S 300' @E/S QUANTAS LN	STOCKTON	95204

***To add accounts, please fax copies of latest utility bills to SPURR at 925-743-1014.***

## RENEWAL AGREEMENT FOR NATURAL GAS SERVICES -- ACCOUNT LIST --

### City of Stockton

**Customer Account Number: 24158**

Facility Account Number	Facility Name	City	ZIP
5991236502	Center-Fremont N/side	STOCKTON	95202
5992511698	128 W Ben Holt Dr	STOCKTON	95207
6074569538	525 N Center St	STOCKTON	95202
6079661758	1211 E Swain Rd	STOCKTON	95210
6143702753	E/calif Ss/harding	STOCKTON	95204
6308324874	2201 Lever Blvd	STOCKTON	95206
6512160005	2500 Navy Drive *NONCORE*	STOCKTON	
6574568898	345 N El Dorado St	STOCKTON	95202
6616235977	605 N El Dorado St	STOCKTON	95202
6648508314	Brookside Rd	STOCKTON	95207
6762773033	7400 West Ln	STOCKTON	95210
6782901791	6 E Lindsay St	STOCKTON	95202
6831013902	Lorraine Ave	STOCKTON	95205
7051824344	W Ben Holt North 1/4mi	STOCKTON	95207
7124886217	6803 Alexandria PL	STOCKTON	95207
7505004319	1209 E 8th St	STOCKTON	95206
7668421005	4040 WEST LN	STOCKTON	95204
7706014498	1767 W Hammer Ln	STOCKTON	95206

***To add accounts, please fax copies of latest utility bills to SPURR at 925-743-1014.***

## RENEWAL AGREEMENT FOR NATURAL GAS SERVICES

### -- ACCOUNT LIST --

**City of Stockton**

**Customer Account Number: 24158**

Facility Account Number	Facility Name	City	ZIP
7993791989	Louis Park Baseball	STOCKTON	95203
8409614006	Alexandria N/canyon	STOCKTON	95207
8411327165	Victory Park	STOCKTON	95203
8513639137	Princess E/o Squire	STOCKTON	95204
8551824447	626 S Drake Ave	STOCKTON	95215
8661329478	1116 E 1st St	STOCKTON	95206
8672967621	Stage Coach Rd N/duck	STOCKTON	95209
8686778614	Muni Baths Park 8th &	STOCKTON	95206
9473082060	10004 Trinity Pkwy	STOCKTON	95219
9581911576	At N/E Corner Of	STOCKTON	95204
9796225218	8th St W/end At	STOCKTON	95202
9867934052	Cayuga Dr	STOCKTON	95210

*To add accounts, please fax copies of latest utility bills to SPURR at 925-743-1014.*



# City of Stockton

## Legislation Details (With Text)

---

File #: 14-0439      Version: 1

Type: Consent      Status: Agenda Ready

In control: City Council/Successor Agency to the  
Redevelopment Agency/Public Financing  
AuthorityConcurrent

Attachments: [2014-03-18 Council Minutes for Approval](#)  
[2014-04-01 Council Minutes for Approval](#)  
[2014-04-15 Council Minutes for Approval](#)  
[2014-01-28 Joint Council - Board of Supervisor Minutes for Approval](#)

Date	Ver.	Action By	Action	Result
5/6/2014	1	City Council/Successor Agency to the Redevelopment Agency/Public Financing AuthorityConcurrent		

### APPROVAL OF CITY COUNCIL MINUTES

Approve for filing the minutes of the March 18, 2014; April 1, 2014; and April 15, 2014 City Council meetings; and, January 28, 2014, Joint City Council/San Joaquin County Board of Supervisors Meeting.



**MINUTES  
CITY COUNCIL/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY/PUBLIC  
FINANCING AUTHORITY CONCURRENT  
MEETING OF MARCH 18, 2014**

---

Council Chamber - City Hall, 425 N. El Dorado Street, Stockton, California

---

**1. CLOSED SESSION CALL TO ORDER/ROLL CALL (3:30 PM)**

Roll Call

Present:

Councilmember Burgos Medina

Councilmember Holman

Councilmember Miller

Councilmember Tubbs

Councilmember Zapien

Vice Mayor Canepa

Absent:

Mayor Silva.

Note: Mayor Silva and Councilmember Tubbs arrived to Closed Session at 3:38 p.m.

**4. PUBLIC COMMENT\***

Tocan Nguyen shared her personal political views.

**2. ADDITIONS TO CLOSED SESSION AGENDA**

**3. ANNOUNCEMENT OF CLOSED SESSION**

**3.1**

**14-0285 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

Number of Cases: Seven

Name of Case: Wells Fargo Bank v. City of Stockton (San Joaquin County Superior Court Case No. 39-2012-00277662)

Name of Case: Wells Fargo Bank, National Association, as Indenture Trustee v. City of Stockton (San Joaquin County Superior Court Case No. 39-2012-00280741)

Name of Case: In re City of Stockton, California - Debtor (United States Bankruptcy Court, Eastern District of California Case No. 2012-32118)

Name of Case: Richard Price, et al. v. City of Stockton, Redevelopment Agency, et al. (United States District Court, Eastern District Case No. CIV.S-02-0065 LKK JFM)

Name of Case: City of Stockton v. Central San Joaquin Water Conservation District, et al. (San Joaquin County Superior Court Case No. 39-2009-00231427)



Name of Case: Stockton Professional Firefighters, Local 456 v. S. Jeff Piechura, et al. (San Joaquin County Superior Court Case No. 39-2013-00301664)

Name of Case: Animal Legal Defense Fund v. City of Stockton, et al. (San Joaquin County Superior Court Case No. 39-2014-00308593)

This Closed Session is authorized pursuant to Section 54956.9(a) of the Government Code.

### **3.2 14-0286 CONFERENCE WITH LABOR NEGOTIATOR**

Agency Designated Representative: City Manager Kurt Wilson

Employee Organizations: Unrepresented Units, Stockton City Employees' Association, Operating Engineer's Local 3, Mid-Management/Supervisory Level Unit, Unrepresented Management/Confidential, Law Department, Stockton Police Management Association, Stockton Firefighters Local 456 International Association of Firefighters, Stockton Fire Management, Stockton Police Officers' Association (SPOA)

This Closed Session is authorized pursuant to Section 54957.6(a) of the Government Code.

### **3.3 14-0351 CONFERENCE WITH LEGAL COUNSEL - POTENTIAL LITIGATION**

Number of Cases: One

Based on existing facts and circumstances, there is significant exposure to litigation pursuant to Government Code Section 54956.9(b).

### **5. RECESS TO CLOSED SESSION**

The Council recessed to Closed Session at 3:37 p.m. The Council returned from Closed Session and recessed at 5:00 p.m.

### **6. REGULAR SESSION CALL TO ORDER/ROLL CALL (5:34 PM)**

Roll Call

Present:

Councilmember Burgos Medina  
Councilmember Holman  
Councilmember Miller  
Councilmember Tubbs  
Councilmember Zapien  
Vice Mayor Canepa  
Mayor Silva

### **7. INVOCATION/PLEDGE TO FLAG**

Councilmember Tubbs provided the Invocation. The Pledge of Allegiance was led by Councilmember Miller

**8. REPORT OF ACTION TAKEN IN CLOSED SESSION**

City Attorney John M. Luebberke reported that in the matter of City of Stockton and California Water Service Company v. Central San Joaquin Water Conservation District, San Joaquin Superior Court Case number 39-2009-0231427-CU-BC-STK, the City Council voted unanimously to approve a settlement of the case wherein the City will dismiss its claims against Central and in return Central will assign in perpetuity to Stockton East Water District, for the benefit of the City and Cal Water, its first 15,000 acre feet of firm water received annually from the New Melones Unit of the Central Valley Project. The settlement is conditional on the ability of the parties to perfect such assignment through the attainment of all necessary administrative approvals.

**9. ADDITIONS TO REGULAR SESSION AGENDA\*\***

None.

**10. PROCLAMATIONS, COMMENDATIONS, OR INVITATIONS**

10.1 CERTIFICATE: Stockton Guardian Angels  
RECIPIENT: Sean Rogers

**11. CITIZENS' COMMENTS, ANNOUNCEMENTS, OR INVITATIONS\***

Tocan Nguyen shared personal political views

Gene Davenport spoke to an issue with a candidate statement

Lynne Riggs spoke of concerns to the change in water treatment to the use of Chloramine and insufficient public notice provided

Betty Thomas spoke in opposition to the change in water treatment to Chloramine; requested a public hearing to obtain public input

James Young would like to volunteer for the City

Vincent Sayles shared exercise beliefs and marketing for face lift procedure

Jacquelyn Lilly concerned about the lack of services available to disabled citizens and their pets, from San Joaquin County and Stockton Animal Services departments

Sheri Tomasello, member Animal Commission spoke to Animal Shelter issues

Sean Epperson spoke to Animal Shelter issues

Yvonne Munoz spoke to Animal Shelter issues

Jamie Larson spoke to Animal Shelter issues; provided an update regarding shelter activities

Jewel Fay Abraham thanked the Council for action taken to clean up her neighborhood

## 12. CONSENT AGENDA

Council passed a motion to adopt the Consent Agenda with a single vote.

**Moved by:** Councilmember Zapien, seconded by Councilmember Burgos Medina.

**Vote:** Motion carried 7-0

**Yes:** Councilmember Burgos Medina, Councilmember Holman , Councilmember Miller, Councilmember Tubbs, Councilmember Zapien, Vice Mayor Canepa, and Mayor Silva.

### 12.1 14-0185 CONTRACT FOR COMPREHENSIVE DEVELOPMENT IMPACT FEE STUDY

**Motion 2014-03-18-1201** to execute an amendment to the professional services master contract with Economic & Planning Systems, Inc. for the second phase of a comprehensive development impact fee study (Attachment A).

Legislation Text

Attachment A - Amendment to Professional Services Master Contract

Exhibit A to Attachment A

Exhibit B to Attachment A

### 12.2 14-0187 AMENDMENT TO PROFESSIONAL SERVICES MASTER CONTRACT WITH KIMLEY-HORN AND ASSOCIATES, INC. - DR. MARTIN LUTHER KING JR. BOULEVARD AND MARIPOSA ROAD BUS RAPID TRANSIT, PHASE IV (PROJECT NO. 13-03/FEDERAL PROJECT NO. CML-5008(123))

**Motion 2014-03-18-1202** to authorize an Amendment to Professional Services Master Contract with Kimley-Horn and Associates, Inc. in the amount of \$125,560 for design services for the Dr. Martin Luther King Jr. Boulevard (MLK Boulevard) and Mariposa Road Bus Rapid Transit, Phase IV (Project No. 13-03/Federal Project No. CML-5008(123)). It is further recommended that the motion authorize the City Manager to take appropriate actions to carry out the purpose and intent of this motion.

Legislation Text

Attachment A - Vicinity Map - BRT Phase IV

Attachment B - Amendment to Professional Services Master Contract with Kimley-Horn and Associates, Inc.

### 12.3 14-0191 ACQUISITION OF A PERMANENT WATERLINE EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT FOR THE DELTA WATER SUPPLY PROJECT

**Resolution 2014-03-18-1203** authorizing the acquisition of a permanent waterline easement and a temporary construction easement in connection with the Delta Water Supply Project.

Legislation Text

Attachment A - Resolution No. 05-0493

Attachment B - Resolution No. 09-0265

Attachment C - Vicinity Map

Attachment D - Aerial Map

Attachment E - Resolution No. 09-0151

Proposed Resolution - Easement Acquisition

Exhibit 1 - Agreement Sanguinetti

Approved Resolution 2014-03-18-1203

**12.4 14-0203 SUMMARY ABANDONMENT OF A STREET AND HIGHWAY EASEMENT ON A PORTION OF ANDERSON STREET**

**Resolution 2014-03-18-1204** for the summary abandonment of a portion of a street and highway easement on a segment of Anderson Street located on APN 163-300-23.

Legislation Text

Attachment A - Vicinity Map - Anderson Abandonment

Attachment B - Aerial Map - Anderson Abandonment

Proposed Resolution - Anderson Abandonment

Exhibit 1 - Anderson Abandonment

Exhibit 2 - Anderson Abandonment

Approved Resolution 2014-03-18-1204

Approved Resolution 2014-03-18-1204 San Joaquin County Recorder Doc 2014-028270 2014-03-24

**12.5 14-0208 APPROVE DESIGN CONTRACT WITH WMB ARCHITECTS, INC. FOR THE WATER FIELD OFFICE IMPROVEMENTS PROJECT**

**Motion 2014-03-18-1205** to authorize the City Manager to execute an Amendment to the Professional Services Master Contract for Building and Architectural Services with WMB Architects, Inc. of Stockton in the amount of \$72,000 for design and related services for

the Water Field Office Improvements Project.

Legislation Text

Attachment A - Amendment to Professional Services Master Contract - Water Field Office Tenant Improvements M14014

**12.6 14-0215 AMENDMENT TO PROFESSIONAL SERVICES MASTER CONTRACT WITH QUALITY TRAFFIC DATA, LLC - CONDUCTING TRAFFIC VOLUME COUNTS, CLASSIFICATION COUNTS, AND SPEED ZONE SURVEYS**

**Motion 2014-03-18-1206** to authorize an Amendment to Professional Services Master Contract with Quality Traffic Data, LLC in the amount of \$36,790 for conducting traffic volume counts, classification counts, and speed zone surveys. It is further recommended that the motion authorize the City Manager to take appropriate actions to carry out the purpose and intent of this motion.

Legislation Text

Attachment A - Amendment to Professional Services Master Contract with Quality Traffic Data, LLC - Conducting Traffic Volume Counts, Classification Counts, and Speed Zone

**12.7 14-0244 AUTHORIZE SUBORDINATION OF A CITY LOAN PROVIDED TO WESTGATE COMMUNITY ASSOCIATES, L.P. (VISIONARY HOME BUILDERS) FOR THE WESTGATE TOWNHOMES**

**Motion 2014-03-18-1207:**

1. Authorizing subordination of a City loan provided to Westgate Community Associates, L.P. (Visionary Home Builders) for the Westgate Townhomes affordable housing complex to new rehabilitation loans; and
2. Authorizing the City Manager, or his designee, to execute the Subordination Agreement(s) and take all necessary and appropriate actions to carry out the purpose and intent of the motion.

Legislation Text

Attachment A - Vicinity Map

Attachment B - Subordination Agreement

**12.8 14-0250 MOTION AUTHORIZING RELEASE OF REQUEST FOR PROPOSALS (RFP) FOR THE OPERATION OF ARNAIZ SOFTBALL COMPLEX**

**Motion 2014-03-18-1208** to approve the findings and authorizing a Request for Proposals (RFP) for the management, operation, and maintenance of Arnaiz Softball Complex; and authorizing the City Manager to take appropriate actions to carry out the purpose and



intent of the motion.

Legislation Text

## **12.9 14-0251 REPLACEMENT PURCHASE OF SEVEN POLICE PATROL MOTORCYCLES**

**Motion 2014-03-18-1209** to approve the findings and authorizing the purchase of seven 2014 BMW R1200RT-P police patrol motorcycles through the County of Los Angeles' contract with Long Beach BMW Motorcycles of Long Beach, CA in the amount of \$184,731.61. It is further recommended that the motion authorize the City Manager to take appropriate actions to carry out the purpose and intent of this motion.

Legislation Text

Attachment A - Motorcycle Cost Comparison

Attachment B - Quote from Long Beach BMW Motorcycles

## **12.10 14-0252 APPROVE PURCHASE OF A BIOSOLIDS PUMP FROM SCHWING BIOSET FOR THE REGIONAL WASTEWATER CONTROL FACILITY**

**Motion 2014-03-18-1210** to approve the findings for an exception to the competitive bid process and authorize the purchase and installation of a biosolids pump for use at the Regional Wastewater Control Facility from Schwing Bioset of Somerset Wisconsin in the amount of \$339,200 (Attachment A); and authorizing the City Manager to take appropriate action to carry out the purpose and intent of this motion.

Legislation Text

Attachment A - Schwing Cost Proposal

## **12.11 14-0335 RESTORATION WORK AT STEWART EBERHARDT BUILDING (SEB)**

Informational item only.

Legislation Text

## **12.12 14-0306 APPROVAL OF CITY COUNCIL MINUTES**

**Motion** to approve the minutes from the November 19, 2013, December 17, 2103, January 14, 2014, and, January 28, 2014 regular Council meetings; and, November 12, 2013 Special Council meeting.

Legislation Text

2013-11-19 Council Minutes for Approval

2013-12-17 Council Minutes for Approval

2014-01-14 Council Minutes for Approval

2014-01-28 Council Minutes for Approval

2013-11-12 Special Council Minutes for Approval

**13. ADMINISTRATIVE MATTERS**

None.

**14. UNFINISHED BUSINESS**

None.

**15. NEW BUSINESS**

**15.1 14-0293 CITY OF STOCKTON TRANSACTION AND USE TAX ORDINANCE CITIZENS' OVERSIGHT COMMITTEE APPOINTMENTS**

Legislation Text

Attachment A - Measure A Citizens' Oversight Committee Nominee Applications - Redacted

Attachment B - Measure A Citizens' Oversight Charter-redlined version

Proposed Resolution appointing members to the City of Stockton Transaction and Use Tax Ordinance Citizens' Oversight Committee and adopting the terms of the Appointees

Exhibit 1 - Measure A Citizens' Oversight Committee Charter

Approved Resolution 2014-03-18-1501

**Resolution 2014-03-18-1501:**

1. Ratifying the following appointments to the City of Stockton Transaction and Use Tax Ordinance Citizens' Oversight Committee:

- Ned Leiba (Mayor Silva)
- Don Mark Guzman (Vice Mayor Canepa)
- David Renison (Councilmember Holman)
- Joseph Johnson (Councilmember Miller)
- Gary Ingraham (Councilmember Zapien)
- Susan Mora Loyko (Councilmember Burgos Medina)
- Moses Elam (Councilmember Tubbs); and,

2. Adopting the revised City of Stockton Transaction and Use Tax Ordinance Citizens' Oversight Committee Charter that includes the provision addressing terms of the Committee members.

**Moved by:** Councilmember Holman , seconded by Councilmember Miller.

**Vote:** Motion carried 7-0

**Yes:** Councilmember Burgos Medina, Councilmember Holman , Councilmember Miller, Councilmember Tubbs, Councilmember Zapien, Vice Mayor Canepa, and Mayor Silva.

**16. HEARINGS\*\*\***

**16.1 14-0142 ADOPT AN ORDINANCE AMENDING STOCKTON MUNICIPAL CODE, TITLE 3, CHAPTER 3.68 - BIDDING, CONTRACTING AND PURCHASING PROCEDURES, ARTICLE I - GENERAL PROVISIONS, SECTION 3.68.090- LOCAL BUSINESS PREFERENCE**

Legislation Text

Attachment A - Ordinance 011-05

Attachment B - Ordinance Amending SMC Title 3, Chapter 3.68 (red line version)

Proposed Ordinance Amending SMC Title 3, Chapter 3.68

Powerpoint Presentation

Conducted a public hearing with no public comments in opposition, or in favor.

Upon conclusion the Council passed **Ordinance 2014-03-18-1601** amending Stockton Municipal Code, Title 3, Chapter 3.68 Bidding, Contracting and Purchasing Procedures, Article I, Section 3.68.090- Local Business Preference, which will give a five percent (5%) bid preference to businesses located within the City of Stockton, a two percent (2%) bid preference to businesses located within the County of San Joaquin, and eliminating the sales tax limitation, which currently prevents application of the preference to services.

**Moved by:** Councilmember Burgos Medina, seconded by Councilmember Holman .

**Vote:** Motion carried 7-0

**Yes:** Councilmember Burgos Medina, Councilmember Holman , Councilmember Miller, Councilmember Tubbs, Councilmember Zapien, Vice Mayor Canepa, and Mayor Silva.

Approved Ordinance 2014-03-18-1601

**16.2 14-0056 APPEAL OF THE PLANNING COMMISSION'S DENIAL OF THE REQUEST FOR A USE PERMIT TO UPGRADE THE OFF-SALE OF BEER AND WINE TO THE OFF-SALE OF GENERAL ALCOHOLIC BEVERAGES IN AN EXISTING 1,500 SQUARE-FOOT CONVENIENCE STORE AT 4511 PACIFIC AVENUE (P13-163)**

Legislation Text

Attachment A - Appeal Letter

Attachment B - Project Location Maps

Attachment C - November 14, 2013 Planning Commission Staff Report

Attachment D - Findings for Denial

Proposed Resolution-Affirming Planning Commission's Denial

Document filed - Michael D. Hakeem

**Motion 2014-03-18-1602** postponing the Public Hearing to April 15, 2014.

**Moved by:** Vice Mayor Canepa, seconded by Councilmember Holman .

**Vote:** Motion carried 7-0

**Yes:** Councilmember Burgos Medina, Councilmember Holman , Councilmember Miller, Councilmember Tubbs, Councilmember Zapien, Vice Mayor Canepa, and Mayor Silva.

## 17. COUNCIL COMMENTS

Vice Mayor Canepa - Abel Building Materials building clean up

Councilmember Burgos Medina - urban mining ordinance

Councilmember Tubbs - thanked volunteers for cleaning Mormon Slough; congratulated Mayor Silva for becoming an ordained minister

Councilmember Holman - acknowledged the recent hero recognition of 37 individuals; home foreclosure rate is down in Stockton

Councilmember Miller - county-wide lobby efforts in Sacramento regarding water issues; attended Bob Hope Theater entertainment venue; thanked Minister Jack Scott, Hurricane Baptist Church

Councilmember Burgos Medina - thanked Municipal Utilities Department staff for tour of plant; Brubeck Festival March 27th, and Asparagus Dine Out in April; invited everyone to Global Youth Service Day, April 13th for Southside cleanup

Mayor Silva - thanked cleanup volunteers; starting Task Force on homeless issues; taco lunch next Friday for Municipal Utilities Department; March 20th, Outlaw World Series at Weber Point featuring Steve Kinser

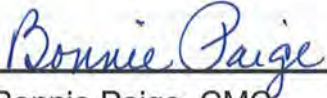
## 18. ADJOURNMENT

### INFORMATIONAL ITEMS

**1 14-0047 ANNUAL FILING PERIOD FOR STATEMENTS OF ECONOMIC INTEREST - FORM 700**

This item is to serve as notification to department staff, board and commission members, and elected and appointed officials, of the filing requirement and approaching deadline for the annual Statement of Economic Interest Statement (Form 700) filing. Completed statements are required to be filed with the Office of the City Clerk by April 1, 2014, as set by the Fair Political Practices Commission. The reporting period covered is January 1, 2013 through December 31, 2013.

Legislation Text

  
\_\_\_\_\_  
Bonnie Paige, CMC  
City Clerk, City of Stockton



**MINUTES  
CITY COUNCIL/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY/PUBLIC  
FINANCING AUTHORITY CONCURRENT  
MEETING OF APRIL 1, 2014**

---

Council Chamber - City Hall, 425 N. El Dorado Street, Stockton, California

---

**1. CLOSED SESSION CALL TO ORDER/ROLL CALL (4:32 PM)**

Roll Call

Present:

Councilmember Burgos Medina

Councilmember Holman

Councilmember Miller

Councilmember Tubbs

Councilmember Zapien

Vice Mayor Canepa

Absent:

Mayor Silva.

Note: Mayor Silva arrived to Closed Session at 4:39 p.m.

**2. ADDITIONS TO CLOSED SESSION AGENDA**

**4. PUBLIC COMMENT\***

Tocan Nguyen shared her political views.

**3. ANNOUNCEMENT OF CLOSED SESSION**

**3.1 14-0290 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

Number of Cases: Four Name of Case: Wells Fargo Bank v. City of Stockton (San Joaquin County Superior Court Case No. 39-2012-00277662) Name of Case: Wells Fargo Bank, National Association, as Indenture Trustee v. City of Stockton (San Joaquin County Superior Court Case No. 39-2012-00280741) Name of Case: In re City of Stockton, California - Debtor (United States Bankruptcy Court, Eastern District of California Case No. 2012-32118) Name of Case: Richard Price, et al. v. City of Stockton, Redevelopment Agency, et al. (United States District Court, Eastern District Case No. CIV.S-02-0065 LKK JFM) This Closed Session is authorized pursuant to Section 54956.9(a) of the Government Code.

Legislation Text

---

**3.2**

**14-0289 CONFERENCE WITH LABOR NEGOTIATOR**

Agency Designated Representative: City Manager Kurt Wilson Employee Organizations: Unrepresented Units, Stockton City Employees' Association, Operating Engineer's Local

3, Mid-Management/Supervisory Level Unit, Unrepresented Management/Confidential, Law Department, Stockton Police Management Association, Stockton Firefighters Local 456 International Association of Firefighters, Stockton Fire Management, Stockton Police Officers' Association (SPOA) This Closed Session is authorized pursuant to Section 54957.6(a) of the Government Code.

Legislation Text

**3.3 14-0364 CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION**

Number of Cases: Two Based on existing facts and circumstances, there is significant exposure to litigation pursuant to Government Code Section 54956.9(c).

Legislation Text

**5. RECESS TO CLOSED SESSION (4:36 PM)**

The Council recessed to Closed Session at 4:36 p.m. The Council returned from Closed Session and recessed at 5:05 p.m.

**6. REGULAR SESSION CALL TO ORDER/ROLL CALL (5:32 PM)**

Roll Call

Present:

Councilmember Burgos Medina

Councilmember Holman

Councilmember Miller

Councilmember Tubbs

Councilmember Zapien

Vice Mayor Canepa

Mayor Silva

**7. INVOCATION/PLEDGE TO FLAG**

Chaplain Brian Cochran of AseraCare Hospice provided the Invocation. The Pledge of Allegiance was led by Vice Mayor Canepa.

**8. REPORT OF ACTION TAKEN IN CLOSED SESSION**

City Attorney John M. Luebberke reported that pursuant to California Government Code 54957.1, the Council met in Closed Session to discuss the initiation of litigation in two potential cases. The Council has authorized the initiation of litigation. Once the action has been formally commenced, information about the action, the defendants and related details will be disclosed to any person inquiring about the actions, unless to do so would jeopardize the City's ability to effectuate service of process on one or more of the parties, or jeopardize the City's ability to successfully conclude existing settlement negotiations.

**9. ADDITIONS TO REGULAR SESSION AGENDA\*\***

**10. PROCLAMATIONS, COMMENDATIONS, OR INVITATIONS**

10.1 CERTIFICATE: The World of Outlaws Sprint Car Series and Tony Stewart Event  
RECIPIENT: Tony and Carol Nocetti

10.2 CERTIFICATE: St Mary's Sock Drive  
RECIPIENT: Hannah Noel Ketcherside

10.3 CERTIFICATE: Pi Kappa Alpha UOP Students Hunger & Homelessness  
RECIPIENTS: Andrew Powel & Alex Howard

10.4 CERTIFICATE: Plural Music  
RECIPIENT: Joseph Quijano & Marselus Cayton

10.5 PROCLAMATION: Association Student Body President UOP  
RECIPIENT: Marselus Cayton

10.6 PROCLAMATION: Sexual Assault Awareness Month  
RECIPIENT: Candy Kebe, Woman's Center & Youth and Family Services

10.7 PROCLAMATION: National Donate Life Month  
RECIPIENT: June Wallace and Zona Zaragoza on behalf of California Transplant Donor Network

10.8 PROCLAMATION: With Much Appreciation  
RECIPIENT: Officer Joe Silva of the Stockton Police Department

10.9 PROCLAMATION: 30th Anniversary of Calvary First Assembly of God  
RECIPIENT: Pastor Peter Jalillie of Calvary First Assembly of God

10.10 PROCLAMATION: April 2014 Conserve Water Month  
RECIPIENT: Regina Rubier of City of Stockton Municipal Utilities Department

PowerPoint Slide

**11. CITIZENS' COMMENTS, ANNOUNCEMENTS, OR INVITATIONS\***

Tocan Nguyen shared her personal political views

Vincent Hernandez - thanked Mayor Silva for clean up in Gateway area; spoke to an experience with a community group regarding Crosstown Freeway area; requested follow up regarding case filed through ASK Stockton

---

Cassandra Epperson - spoke about her experience at the Stockton Animal Shelter

Eileen McFall - asked the community for more awareness of protocols at the Stockton Animal Shelter; would like to see changes at the facility

Velma Wilson - Soweto Gospel Choir will be performing at the Bob Hope Theater Sunday April 6; asked the community to show support for this event

Betty Ramirez - introduced student from Cesar Chavez High who shared information about events within the City of Stockton; thanked Tony Washington for efforts with Apollo Night Friday May 2, 2014

Antoine Guyton Sr. - spoke about his family's history of recognition within the community; shared his experience meeting Mayor Silva

Diana Buettner - shared her frustration with the articles that have been published in the Stockton Record

James Young - thanked Mayor Silva for taking him out to lunch; invited City Council to attend First Nazarene Church, 915 Rosemarie Lane at 10:45 with him this Sunday; shared his prayers for all City Management; would like to help the City

Aaron Spoor - expressed his concern regarding Chloramine treatments used in local drinking water

## 12. CONSENT AGENDA

City Clerk Bonnie Paige - announced that Agenda Item 16.2 would not be heard as it was continued from the regular Council meeting of March 18, 2014 to April 15, 2014.

Council passed a Motion to adopt the Consent Agenda with a single vote, save item 12.4 which was considered separately.

**Moved by:** Councilmember Burgos Medina, seconded by Vice Mayor Canepa.

**Vote:** Motion carried 7-0

**Yes:** Councilmember Burgos Medina, Councilmember Holman, Councilmember Miller, Councilmember Tubbs, Councilmember Zapien, Vice Mayor Canepa, and Mayor Silva.

### 12.1 13-1002 IMAGING STORAGE AND HOSTED/OFF-SITE DOCUMENT MANAGEMENT SERVICES WITH NEKO INDUSTRIES, INC.

**Motion 2014-04-01-1201** to approve the findings supporting an exception to competitive bidding, and authorizing the City Manager to approve an extension of the Hyland OnBase Online Hosted Solution Agreement with NEKO Industries, Inc. of Roseville for a one-year term from April 1, 2014 to March 31, 2015, in an amount not to exceed \$222,684 using the County of Sonoma cooperative purchasing agreement with NEKO Industries, Inc. It is further recommended that Council ratify expenditures in the amount of \$55,671 to NEKO Industries, Inc. for January, February, and March 2014 maintenance and license fees, and authorize the City Manager to take all appropriate actions to carry out the purpose and intent of this motion.

Legislation Text

**12.2 13-1050 APPROVE CONTRACT BALANCING CHANGE ORDER FOR GEORGE REED, INC. FOR THE 2012 STREET OVERLAY, PROJECT NO. 10-15, (PROPOSITION 1B FUNDED)**

**Motion 2014-04-01-1202** to authorize the City Manager to execute a contract balancing change order in the amount of \$92,054.83 with George Reed, Inc. for additional contract work on the 2012 Street Overlay, Project No. 10-15. It is further recommended that the motion authorize the City Manager to take appropriate actions to carry out the purpose and intent of this motion.

Legislation Text

Attachment A - Contract Balancing Change Order for the 2012 Street Overlay, Project No. 10-15 (Proposition 1B Funded)

**12.3 14-0269 APPROVE CONTRACT CHANGE ORDER NO. 2 FOR THE MCKINLEY AVENUE BRIDGE EROSION REPAIRS, PROJECT NO. 08-18**

**Motion 2014-04-01-1203** to authorize a Contract Change Order No. 2 with ADKO Engineering, Inc. in the amount of \$18,900 (federal funds) to finalize the plans and specifications for the McKinley Avenue Bridge Erosion Repairs, Project No. 08-18. It is further recommended that the City Manager be authorized to take appropriate actions to carry out the purpose and intent of this motion.

Legislation Text

Attachment A - Vicinity Map - Approve Contract Change Order No. 2 for the McKinley Avenue Bridge Erosion Repairs, Project No. 08-18

Attachment B - CCO No. 2 with ADKO Engineering - Approve Contract Change Order No. 2 for the McKinley Avenue Bridge Erosion Repairs, Project No. 08-18

**12.4 14-0275 APPROVE PLANS AND SPECIFICATIONS; AWARD CONSTRUCTION CONTRACT AND AUTHORIZE THE PURCHASE OF PAVEMENT MARKING MATERIALS FOR THE 2014 SPEED HUMP, SPEED CUSHION, AND SPEED TABLE (PROJECT NO. 14-01)**

Legislation Text

Attachment A - NTMP Vertical Measure Information Sheet

Attachment B - 2008 Revised Traffic Calming Process

Attachment C - Listing of Neighborhoods and Neighborhood Maps



**Motion 2014-04-01-1204:**

1. Approving plans and specifications and authorizing the City Manager to execute a construction contract with Rodgers Construction and Engineering Company, Inc., in the amount of \$278,655, for the 2014 Speed Hump, Speed Cushion, and Speed Table (Project No. 14-01). It is further recommended that the motion authorize the City Manager to approve up to two one-year extensions to this contract.

2. Authorizing the City Manager to approve the purchase of pavement marking materials from Flint Trading, Inc., in the amount of \$50,211.87, needed to complete the 2014 Speed Hump, Speed Cushion, and Speed Table (Project No. 14-01). It is further recommended that the motion authorize the City Manager to take appropriate actions to carry out the purpose and intent of this motion.

**Moved by:** Councilmember Tubbs, seconded by Councilmember Holman .

**Vote:** Motion carried 7-0

**Yes:** Councilmember Burgos Medina, Councilmember Holman , Councilmember Miller, Councilmember Tubbs, Councilmember Zapien, Vice Mayor Canepa, and Mayor Silva.

**12.5 14-0277 APPROVE AMENDMENT TO PROFESSIONAL SERVICES MASTER CONTRACT WITH KJELDSSEN, SINNOCK & NEUDECK, INC. FOR THE DESIGN OF THE 2014 SANITARY SEWER REHABILITATION, PROJECT NO. M14006**

**Motion 2014-04-01-1205** to authorize the City Manager to execute an Amendment to Professional Services Master Contract with Kjeldsen, Sinnock & Neudeck, Inc. (KSN), in the amount of \$45,000, to prepare plans and specifications for the 2014 Sanitary Sewer Rehabilitation project. It is further recommended that the motion authorize the City Manager to take appropriate actions to carry out the purpose and intent of this motion.

Legislation Text

Attachment A - Vicinity Map - 2014 Sanitary Sewer Rehabilitation, Project No. M14006

Attachment B - Amendment to Professional Services Master Contract with Kjeldsen, Sinnock & Neudeck, Inc. for the Design of the 2014 Sanitary Sewer Rehabilitation, Project No. M14006

**12.6 14-0278 APPROVE PURCHASE OF TRAFFIC SIGNAL MATERIALS FOR THE SOUTH STOCKTON STATE ROUTE 99 WIDENING PROJECT**

**Motion 2014-04-01-1206** to approve the findings and authorize an award of contracts for purchase of traffic signal materials for the South Stockton State Route 99 Widening Project to the following: 1. Jam Services, Inc. in the amount of \$54,000.00 for purchase of four City of Stockton Standard Type P traffic signal cabinets, and to 2. CMP Telcom, Inc. in the amount of \$39,533.41 to purchase traffic signal communication equipment. It is further recommended that the motion authorize the City Manager to take appropriate

actions to carry out the purpose and intent of this motion.

Legislation Text

Attachment A - City, Caltrans, and SJCOG Amendment No. 1 to Agreement 10-326 for the South Stockton State Route 99 Widening Project

Attachment B - Price Proposal from Jam Services, Inc. for the South Stockton State Route 99 Widening Project

Attachment C - Bid from CMP Telcom, Inc. for the South Stockton State Route 99 Widening Project

**12.7 14-0280 GRANT AWARD FOR THE LAW ENFORCEMENT AND SPECIALIZED UNITS - VIOLENCE AGAINST WOMEN ACT PROGRAM**

**Resolution 2014-04-01-1207** approving grant funding from the California Governor's Office of Emergency Services in the amount of \$193,268 for the Law Enforcement and Specialized Units - Violence Against Women Act Program; appropriate a 25% cash match in the amount of \$64,423, for a total program cost of \$257,691; and direct the City Manager to execute all required contracts or agreements with the granting agency, provide additional information and furnish such documents as may be required, execute all documents and amendments or extensions pertaining to the grant project, and make all required appropriations in compliance with, and for the purposes stated in, the project contract.

Legislation Text

Proposed Resolution - Cal OES VAWA

Approved - Resolution 2014-04-01-1207

**12.8 14-0326 ISSUANCE OF REQUEST FOR PROPOSAL FOR THE CITY'S SELF-INSURED MODIFIED MEDICAL PLAN'S THIRD PARTY ADMINISTRATOR (TPA)**

**Motion 2014-04-01-1208** to approve findings and authorize the City Manager to issue a Request for Proposal (RFP) for the Third Party Administrator (TPA) for the City's self-funded Modified Medical Plan, as an exception to the competitive bidding process.

Legislation Text

**12.9 14-0327 ACCEPT THE ANNUAL ACTUARIAL REPORT ON THE CITY'S SELF-FUNDED MEDICAL PLANS AND ADOPT BY MOTION THE RECOMMENDATIONS OF THE SEGAL COMPANY FOR PREMIUM RATES FOR 2014/2015**

**Motion 2014-04-01-1209** to accept the annual Actuarial report for the City's self-funded medical, dental, and vision plans for the period ending June 30, 2013 as presented in the Segal Company report dated March 11, 2014, and adopt the recommended monthly premium rates for the City's current self-funded health plans and the fully-insured Kaiser medical plan for fiscal year 2014-2015 (effective July 1, 2014) for medical coverage

offered to City employees and retirees (Attachment A).

Legislation Text

Attachment A - Health Actuary Report with signature 2014.pdf

**12.10 14-0328 APPROVE AN AGREEMENT WITH ELECTRICAL AND CONTROL SYSTEM ENGINEERING, INC., DBA ARCSINE ENGINEERING FOR THE REGIONAL WASTEWATER CONTROL FACILITY SCADA MASTER PLAN AND SYSTEM INTEGRATION PROJECT**

**Motion 2014-04-01-1210** to authorize the City Manager to execute a Professional Services Agreement with Electrical and Control System Engineering, Inc., dba ArcSine Engineering of Redding, California in the amount of \$787,144 to complete the Regional Wastewater Control Facility Supervisory Control and Data Acquisition Master Plan and System Integration Project, and approve an appropriation of \$830,000 from the Wastewater Retained Earnings account to the CIP Wastewater Sanitary account.

Legislation Text

Attachment A - Professional Services Agreement

**12.11 14-0329 INFORMATIONAL REPORT ON THE AFFORDABLE CARE ACT (ACA)**

It is recommended that the City Council receive this informational report on the current status of the Affordable Care Act (ACA) as it relates to the City of Stockton's delivery of benefits for our employees.

Legislation Text

Attachment A - ACA Matrix\_1.pdf

**13. ADMINISTRATIVE MATTERS**

None

**14. UNFINISHED BUSINESS**

None

**15. NEW BUSINESS**

**15.1 14-0373 RESOLUTION RECOGNIZING THE IMPORTANCE AND URGENCY OF COMMUNITY PARTICIPATION IN IMPROVING THE LIFE OUTCOMES OF BOYS AND MEN OF COLOR IN SAN JOAQUIN COUNTY**

Legislation Text

Proposed Resolution Supporting BMoC Summit 2014

Approved - Resolution 2014-04-01-1501

Sammy Nunez Correspondence Regarding Agenda Item 15.1

Adopting **Resolution 2014-04-01-1501** supporting the San Joaquin County for Boys and Men of Color 2014 Summit and recognizing the importance of community participation in improving the life outcomes of boys and men of color in San Joaquin County.

**Moved by:** Councilmember Burgos Medina, seconded by Councilmember Holman .

**Vote:** Motion carried 7-0

**Yes:** Councilmember Burgos Medina, Councilmember Holman , Councilmember Miller, Councilmember Tubbs, Councilmember Zapien, Vice Mayor Canepa, and Mayor Silva.

**16. HEARINGS\*\*\***

**16.1 14-0221 VACATION OF A PORTION OF NAVY DRIVE BETWEEN THE BURLINGTON NORTHERN AND SANTA FE RAILROAD CROSSING AND WASHINGTON STREET AND RESERVING A PUBLIC UTILITY EASEMENT ALONG NAVY DRIVE, WITH ACTIONS RELATED THERETO**

Legislation Text

Attachment A - Navy Drive Vicinity Map

Attachment B - Navy Drive Aerial Map

Proposed Resolution - Navy Drive Abandonment

Exhibit 1 - Navy Drive Abandonment

Exhibit 2 - Navy Drive Abandonment

Exhibit 3 - Navy Drive Abandonment

Exhibit 4 - Release of Easement (BNSF)

PowerPoint Presentation

Approved - Resolution 2014-04-01-1601

Conducted a public hearing with public comment from Steve Escobar and upon conclusion passed **Resolution 2014-04-01-1601** vacating a portion of Navy Drive between the Burlington Northern and Santa Fe (BNSF) railroad crossing and Washington Street at the Port of Stockton and reserving a public utility easement along Navy Drive from the BNSF property to Washington Street, with actions related thereto.

**Moved by:** Vice Mayor Canepa, seconded by Councilmember Miller.

**Vote:** Motion carried 7-0

**Yes:** Councilmember Burgos Medina, Councilmember Holman , Councilmember Miller, Councilmember Tubbs, Councilmember Zapien, Vice Mayor Canepa, and Mayor Silva.

16.2 ~~14-0056-APPEAL OF THE PLANNING COMMISSION'S DENIAL OF THE REQUEST FOR A USE PERMIT TO UPGRADE THE OFF-SALE OF BEER AND WINE TO THE OFF-SALE OF GENERAL ALCOHOLIC BEVERAGES IN AN EXISTING 1,500 SQUARE-FOOT CONVENIENCE STORE AT 4511 PACIFIC AVENUE (P13-163)~~

~~It is recommended that the City Council adopt a resolution denying the appeal and upholding the Planning Commission's denial of the request for a Use Permit to upgrade the off-sale of beer and wine (Type 20 License) to the off-sale of general alcoholic beverages (Type 21 License) in an existing convenience store at 4511 Pacific Avenue;~~

Note: Item 16.2 was printed on the agenda in error. Council continued this item to April 15, 2014 at their March 18, 2014 meeting.

Legislation Text

Attachment A - Appeal Letter

Attachment B - Project Location Maps

Attachment C - November 14, 2013 Planning Commission Staff Report

Attachment D - Findings for Denial

Proposed Resolution-Affirming Planning Commission's Denial

## 17. COUNCIL COMMENTS

Mayor Silva - enjoyed the lunch at Municipal Utilities Department; ensured citizens that the City Council is taking measures to improve conditions at the animal shelter; thanked KAT Country for "I Love Stockton" event; Delta College radio interview; visit to Mary Hill School discussion about Cesar Chavez; City Council's participation in the Cesar Chavez March with Delores Huerta; a key to the City was presented to Delores Huerta; first Homeless Taskforce meeting; Wednesday April 2, Mayor's Youth Advisory Council 6:00 p.m. at the Waterfront Hotel 110 W. Fremont Street; Monday April 7, Mayor's Town Hall meeting 6:30 p.m. at Calvary First Assembly of God Church, 8407 Kelly Drive; Clergy Breakfast; Thursday April 10, Taskforce for People with Disabilities; job fair Thursday April 17th; Stockton Asparagus Festival April 25-27

Vice Mayor Canepa - noted opening of Regional Transportation District Maintenance Facility; opening of the ACE Train Maintenance Facility; crosstown extension ground breaking; breaking ground for construction of the courthouse

Councilmember Holman - noted construction projects going on within the City; noted absence from Council meeting as he and Councilmember Zapien will be attending One




Voice trip to Washington D.C.

Councilmember Tubbs - Safe travels to Councilmembers Zapien and Holman; congratulated the four mothers in Weston Ranch for recognition for efforts in "Let's Move Weston Ranch" to teach the youth healthier eating habits and how to be more active; thanked organizers of the Delores Huerta event; thanked migrant workers; thanked Councilmember Zapien for invitation to the Rotary Club event; Measure A tax going into effect; April 10th from 12:30-2:00 p.m. hearing for Boys and Men of Color at Health Plan of San Joaquin; Man About Town Awards Dinner Friday April 4 at 6:00 p.m. Best Western Heritage Hotel 111 E. March Lane; NAACP Prayer Breakfast Saturday April 5 at 7:30 a.m. Robert Cabral Agriculture Center 2101 E Earnheart Avenue

Councilmember Burgos Medina - Delores Huerta event; Earth Day Celebration Sunday April 6 at Victory Park 10:00 a.m. - 4:00 p.m.; April 13th Nagar Kirtan Sikh Parade 10:00 a.m. - 12:00 p.m. at the Sikh Temple 1930 South Grant Street; April 13th South Side Clean Up event; Tune In and Tune Up event Friday April 5th at the Fair Grounds

Councilmember Miller - Regional Transit District Center ground breaking; thankful for the partnership with RTD; ACE train maintenance center; Mexican American Heritage Center prayer breakfast; 34th annual Women's Center luncheon; Stockton Convention and Visitor's Bureau tourism awards; 23rd of April encouraged Council to attend Legislation Action Day in Sacramento

**18. ADJOURNMENT**

  
\_\_\_\_\_  
Bonnie Paige, CMC  
City Clerk, City of Stockton

**MINUTES  
CITY COUNCIL/SUCCESSOR AGENCY TO THE REDEVELOPMENT  
AGENCY/PUBLIC FINANCING AUTHORITY CONCURRENT  
MEETING OF APRIL 15, 2014**

---

Council Chamber - City Hall, 425 N. El Dorado Street, Stockton, California

---

**1. CLOSED SESSION CALL TO ORDER/ROLL CALL (4:01 PM)**

Roll Call

Present:

Councilmember Burgos Medina

Councilmember Holman

Councilmember Miller

Councilmember Zapien

Vice Mayor Canepa

Mayor Silva

Absent:

Councilmember Tubbs.

Note: Councilmember Tubbs arrived to Closed Session at 4:12 p.m.

**2. ADDITIONS TO CLOSED SESSION AGENDA**

None.

**4. PUBLIC COMMENT\***

Tocan Nguyen - shared her personal political views

**3. ANNOUNCEMENT OF CLOSED SESSION**

**3.1 14-0291 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

Number of Cases: Four Name of Case: Wells Fargo Bank v. City of Stockton (San Joaquin County Superior Court Case No. 39-2012-00277662) Name of Case: Wells Fargo Bank, National Association, as Indenture Trustee v. City of Stockton (San Joaquin County Superior Court Case No. 39-2012-00280741) Name of Case: In re City of Stockton, California - Debtor (United States Bankruptcy Court, Eastern District of California Case No. 2012-32118) Name of Case: Richard Price, et al. v. City of Stockton, Redevelopment Agency, et al. (United States District Court, Eastern District Case No. CIV.S-02-0065 LKK JFM) This Closed Session is authorized pursuant to Section 54956.9(a) of the Government Code.

**3.2 14-0292 CONFERENCE WITH LABOR NEGOTIATOR**

Agency Designated Representative: City Manager Kurt Wilson Employee Organizations: Unrepresented Units, Stockton City Employees' Association, Operating Engineer's Local 3, Mid-Management/Supervisory Level Unit, Unrepresented Management/Confidential, Law Department, Stockton Police Management Association, Stockton Firefighters Local 456 International Association of Firefighters, Stockton Fire Management, Stockton Police Officers' Association (SPOA) This Closed Session is authorized pursuant to Section 54957.6(a) of the Government Code.

**5. RECESS TO CLOSED SESSION (4:06PM)**

Note: The Council recessed to Closed Session at 4:06 p.m. The Council returned from Closed Session and recessed at 5:00 p.m.

**6. REGULAR SESSION CALL TO ORDER/ROLL CALL (5:31 PM)**

Roll Call

Present:

Councilmember Burgos Medina  
Councilmember Holman  
Councilmember Miller  
Councilmember Tubbs  
Councilmember Zapien  
Vice Mayor Canepa  
Mayor Silva

Mayor Silva announced the City of Stockton's Parking Authority Agenda would be heard concurrently with the City Council/Successor Agency to the Redevelopment Agency/Public Financing Authority agenda.

**7. INVOCATION/PLEDGE TO FLAG**

Dean McFalls provided the Invocation. The Pledge of Allegiance was led by Councilmember Burgos Medina

**8. REPORT OF ACTION TAKEN IN CLOSED SESSION**

Assistant City Attorney Susana Alcala Wood announced that there was no reportable action taken during Closed Session this evening.

**9. ADDITIONS TO REGULAR SESSION AGENDA\*\***

None.

## 12. CONSENT AGENDA

Council passed a Motion to adopt the Consent Agenda with a single vote, with Councilmember Burgos Medina abstaining from voting on Agenda Item 12.10.

**Moved by:** Vice Mayor Canepa, seconded by Councilmember Holman .

**Vote:** Motion carried 7-0

**Yes:** Councilmember Burgos Medina, Councilmember Holman , Councilmember Miller, Councilmember Tubbs, Councilmember Zapien, Vice Mayor Canepa, and Mayor Silva.

### 12.1 14-0226 MOTION AUTHORIZING A CHANGE ORDER TO THE PROFESSIONAL SERVICES CONTRACT FOR DEBT ADMINISTRATION AND CHAPTER 9 SERVICES WITH DEL RIO ADVISORS, LLC.

**Motion 2014-04-15-1201** authorizing the City Manager to execute a contract change order to the contract with Del Rio Advisors, LLC to increase fees in the amount of \$150,000 and to extend the time to provide municipal advisory services, interim debt administration services, bond issuance and related disclosure reporting, and Chapter 9 support.

### 12.2 14-0305 2013 ANNUAL REPORT FOR THE STOCKTON TOURISM BUSINESS IMPROVEMENT DISTRICT

**Motion 2014-04-15-1202** to approve the 2013 Annual Report for the Stockton Tourism Business Improvement District.

### 12.3 14-0330 APPROVE A COOPERATIVE AGREEMENT FOR LANDSCAPE DESIGN AND RIGHT-OF-WAY FOR THE FRENCH CAMP ROAD/I-5 INTERCHANGE RECONSTRUCTION, PROJECT NO. 99-01

**Motion 2014-04-15-1203** authorizing the City Manager to execute a Cooperative Agreement for landscape design and right-of-way between the City and the State of California Department of Transportation (Caltrans) for the installation of landscaping and mitigation planting for the French Camp Road/I-5 Interchange Reconstruction, Project No. 99-01.

### 12.4 14-0331 APPROVE AN AMENDMENT TO PROFESSIONAL SERVICES MASTER CONTRACT AND APPROVE AN AGREEMENT FOR WEBER AVENUE STREETScape BEAUTIFICATION, PHASE 2 (PROJECT NO. 09-02/FEDERAL PROJECT NO. RSTPLE-5008(122))

**Motion 2014-04-15-1204** authorizing the City Manager to:

1. Approve an Amendment to Professional Services Master Contract with Siegfried Engineering, Inc., of Stockton, CA, in the amount of \$79,820, for engineering support during construction.
2. Approve an Agreement between the City and the San Joaquin Regional Conservation Corps (SJRCC) in the amount of \$31,680.

**12.5 14-0333 APPROVE AN AMENDMENT TO THE PROFESSIONAL SERVICES MASTER CONTRACT WITH HDR ENGINEERING, INC. FOR THE CAPITAL IMPROVEMENT AND ENERGY MANAGEMENT - TERTIARY PLANT PROJECT**

**Motion 2014-04-15-1205** authorizing the City Manager to execute an Amendment to the Professional Services Master Contract for Design, Geotechnical Testing, Plan Review, and Surveying Services with HDR Engineering, Inc. of Folsom, California in the amount of \$1,190,524 to complete technical studies and pre-design documents for the Capital Improvement and Energy Management -Tertiary Plant Project and approve an appropriation of \$1,350,000 from the Wastewater Retained Earnings account to the CIP Wastewater Sanitary account.

**12.6 14-0334 GRANT APPLICATION - NATIONAL INFRASTRUCTURE INVESTMENTS TIGER DISCRETIONARY GRANTS FY 2014**

**Motion 2014-04-15-1206** authorizing City staff to submit a grant application to the federal Department of Transportation (DOT) for funding from the National Infrastructure Investments program, also known as TIGER Discretionary Grants (TIGER FY 2014). The application is for the I-5 Widening Phase II project from south of Hammer Lane to Eight Mile Road in north Stockton.

**12.7 14-0336 HOUSING REHABILITATION LOAN FOR 4223 ROUND VALLEY CIRCLE**

**Motion 2014-04-15-1207**

1. Approving a \$39,919 Community Development Block Grant (CDBG) Loan to Ruben Rodriguez for repairs to his home located at 4223 Round Valley Circle.
2. Authorizing the City Manager, or his designee, to take necessary and appropriate actions to carry out the purpose and intent of the motion.

**12.8 14-0343 APPROVE PURCHASE OF TEN NEW SEDANS (PUR 13-017)**

**Motion 2014-04-15-1208** authorizing the purchase of ten new Chevrolet Impala sedans from Chase Chevrolet of Stockton, California, in the amount of \$210,668.90.



**12.9 14-0384 APPROVAL OF CITY COUNCIL MINUTES**

**Motion 2014-04-15-1209** approving the minutes of the February 25, 2014, and March 4, 2014 regular Council meetings; and, March 25, 2014 Special Council meeting.

**12.10 14-0385 COUNCIL AUDIT COMMITTEE MINUTES FOR FILING**

**Motion 2014-04-15-1210** approving the Council Audit Committee minutes of October 30, 2013 and March 10, 2014. NOTE: March 10, 2014 meeting did not convene due to lack of quorum.

**Moved by:** Vice Mayor Canepa, seconded by Councilmember Holman .

**Vote:** Motion carried 6-0

**Yes:** Councilmember Holman , Councilmember Miller, Councilmember Tubbs, Councilmember Zapien, Vice Mayor Canepa, and Mayor Silva.  
**Abstain:** Councilmember Burgos Medina.

**12.11 14-0386 COUNCIL LEGISLATION/ENVIRONMENTAL COMMITTEE MEETING OF NOVEMBER 21, 2013**

**Motion 2014-04-15-1211** approving the Legislation/Environmental Committee minutes of November 21, 2013.

**12.12 14-0338 CHARTER REVIEW ADVISORY COMMISSION MEMBERSHIP**

Adopt two resolutions:

**Resolution 2014-04-15-1212-01** Ratifying the removal of Commissioner Jorge Martinez from the Charter Review Advisory Commission (CRAC) for excessive absences, and appointing Dr. Marie Mallare-Jimenez to fill this vacancy; and

**Resolution 2014-04-15-1212-02** Ratifying the appointment of Donald Lee Smith to fill the seat vacated by Commissioner Lanston Sylvester.

**13. ADMINISTRATIVE MATTERS**

None.

**14. UNFINISHED BUSINESS**

None.

**15. NEW BUSINESS**

**10. PROCLAMATIONS, COMMENDATIONS, OR INVITATIONS**

10.1 CERTIFICATE OF RECOGNITION: National Public Safety  
Telecommunications Week - Stockton Fire Department Telecommunicators  
RECIPIENT: Tim Reid

10.2 PROCLAMATION: National Public Safety Telecommunications Week  
RECIPIENT: Tim Reed

10.3 CERTIFICATE OF RECOGNITION: National Public Safety  
Telecommunications Week - Stockton Police Department Telecommunicators  
RECIPIENT: Robert Applegate, Christopher Salter

10.4 PROCLAMATION: National Public Safety Telecommunications Week  
RECIPIENT: Robert Applegate, Christopher Salter

Boy Scouts Explorer Post 1888 - Don Parsons and Robin Wilson presented:

CHARTER AWARD: Stockton Police Youth Activities  
RECIPIENT: Chief of Police, Eric Jones

CHARTER AWARD: Stockton Fire Department  
RECIPIENT: Fire Chief, Jeff Piechura

**15.2 14-0420 APPROVAL OF AGREEMENTS WITH CREDITORS UNDER  
BANKRUPTCY PLAN OF ADJUSTMENT**

**Note:** A memo dated April 15, 2014 addressed to the Mayor and Council from Christian Clegg, Assistant to the City Manager was distributed around the bench and included a portion of Exhibit A to Resolution 1 (filed).

**Public Comment**

Gary Malloy - expressed opinion that the exit plan is flawed

Tocan Nguyen - offered a couple points that were of key concern to her

Mark Levinson - clarified several points regarding the bankruptcy process

**Resolution 2014-04-15-1502-01** authorizing the Settlement of Certain Claims Asserted in Connection with the City's Bankruptcy Case. This covers approval of agreements relating to the State of California Department of Boating and Waterways loan, the Price Plaintiffs' claim, the Lease agreement with the Stockton

Thunder, and the 2006 SEB bonds. This resolution also authorizes a minor change to the settlement agreement associated with the 2003 COPs insured by AMBAC.

**Moved by:** Vice Mayor Canepa, seconded by Councilmember Miller.

**Vote:** Motion carried 7-0

**Yes:** Councilmember Burgos Medina, Councilmember Holman , Councilmember Miller, Councilmember Tubbs, Councilmember Zapien, Vice Mayor Canepa, and Mayor Silva.

**Resolution 2014-04-15-1502-02** authorizing the Settlement of Certain Claims Relating to the Stockton Public Financing Authority Lease Revenue Bonds, Series 2004 (Parking and Capital Projects). This resolution approves settlement with NPMFG on the 2004 parking bonds and related matters, including an agreement with Stockton City Center 16 LLC.

**Moved by:** Councilmember Miller, seconded by Councilmember Holman .

**Vote:** Motion carried 7-0

**Yes:** Councilmember Burgos Medina, Councilmember Holman , Councilmember Miller, Councilmember Tubbs, Councilmember Zapien, Vice Mayor Canepa, and Mayor Silva.

**Resolution 2014-04-15-1502-03** authorizing the Settlement of Certain Claims Relating to Stockton Public Financing Authority Variable Rate Demand Lease Revenue Bonds, 2007 Series A and B, and City of Stockton 2007 Taxable Pension Obligation Bonds Series A and B. This resolution approves settlement with Assured Guaranty Municipal Corp. concerning the debt obligations for pension obligation bonds and the office building at 400 E. Main. It includes the site and facility lease for office space at 400 E. Main.

**Moved by:** Councilmember Zapien, seconded by Councilmember Miller.

**Vote:** Motion carried 7-0

**Yes:** Councilmember Burgos Medina, Councilmember Holman , Councilmember Miller, Councilmember Tubbs, Councilmember Zapien, Vice Mayor Canepa, and Mayor Silva.

Stockton Public Financing Authority Resolution:

**PFA 2014-04-15-1502** consenting to Certain Transfers and the Execution of

Certain Documents Relating to Settlement of Certain Claims Asserted in Connection with the City's Bankruptcy Case. The Public Financing Authority needs to agree to settlement of claims relating to debt issuances it was a party to, the 2004 parking bonds, the 2006 SEB bonds, and the 2007 office building and pension obligation bonds. This resolution also authorizes a minor change to the settlement agreement associated with the 2003 COPs insured by AMBAC.

**Moved by:** Vice Mayor Canepa, seconded by Councilmember Holman .

**Vote:** Motion carried 7-0

**Yes:** Councilmember Burgos Medina, Councilmember Holman , Councilmember Miller, Councilmember Tubbs, Councilmember Zapien, Vice Mayor Canepa, and Mayor Silva.

City of Stockton Parking Authority resolution:

**PA 2014-04-15-1502** accepting Transfer of Certain Parking Assets from the City. In order to effectuate the agreement with NCFG on the parking bonds the Parking Authority must have control of parking assets in order to segregate revenues.

**Moved by:** Councilmember Zapien, seconded by Councilmember Burgos Medina.

**Vote:** Motion carried 7-0

**Yes:** Councilmember Burgos Medina, Councilmember Holman , Councilmember Miller, Councilmember Tubbs, Councilmember Zapien, Vice Mayor Canepa, and Mayor Silva.

#### 11. **CITIZENS' COMMENTS, ANNOUNCEMENTS, OR INVITATIONS\***

James Young wishes everyone a Happy Easter; wants to help the City; requests that the bus stop be cleaned up

Jessie Turner spoke to motorcycle code enforcement

Robert Burr is concerned that motorcycle owners are being harassed due to the Motorcycle Safety Awareness program initiated by the Police Department

Nate McBride, Director, Northeastern California Small Business Development Center, San Joaquin Delta College spoke about services offered

Vincent Sayles reported on a book he had read regarding health; encouraged rebounding exercise

Kim Artiaga spoke about concerns at the Stockton Animal Shelter

Roy Hoggard shared water conservation idea

Diana Buettner encouraged a no kill equation at the Animal Shelter; peaceful protesters shouldn't be harassed

Laura Lynn Prater shared that an agenda item will be brought forward in May regarding the Mayor's Animal Shelter Commission; requested the City commit to the "Just One Day" shelter campaign June 11-12th; requested a level playing field regarding 501 revenue

Lynett Contino shared concerns about lack of services at the animal shelter; collection of dead animal; need to amend the Stockton Municipal Code

Gary Malloy expressed concern about the makeup of the agenda; questioned why the use of chloramines in water treatment, if due to issues with filters at the new treatment plant

Antwoine Guyton thanked everyone involved in a recent Stockton clean up and encouraged more involvement

Tocan Nguyen shared political views

Debera Pagala spoke to issues that need to be looked into with the Motorcycle Safety Enforcement program

Lindy Turner-Mardin requested the Council's support for Item 16.03, Annual Action Plan for the Community Development Block Grant Programs

#### **15.1 14-0363 MANAGEMENT PARTNERS THRESHOLD ANALYSIS REPORT ON STOCKTON REGIONAL FIRE DISPATCH**

**Motion 2014-04-15-1501** to approve and accept the attached Stockton Regional Fire Dispatch Threshold Analysis Report and authorize the City Manager to pursue the following recommendations included in the report:

1. Confirm technology replacement schedule needs and funding requirements and consider adjustments to the internal service fund as part of the annual budget process.
2. Analyze the costs and benefits of moving the Fire ECD (Emergency Communication Division) to the Police Dispatch Center in conjunction with any steps to implement a regional fire dispatch operation.
3. Develop a detailed regional fire dispatch technology needs assessment and funding plan prior to entering into discussions with potential JPA member agency.



4. Conduct an inventory of radio and connectivity requirements to enable Stockton ECD to service as a regional dispatch center.
5. Meet with current Stockton ECD contract agencies to develop a plan for increasing call rates to ensure full cost recovery for the services provided in accordance with contractual agreements.
6. Survey potential members of a regional fire dispatch joint powers authority (JPA) to determine cost sharing, performance objectives and governance structures that would need to be achieved to contract with Stockton ECD as the provider of fire dispatch operations.
7. Require documentation of specific fire dispatch performance and training standards, as well as transparency and accountability regarding the role of ambulance service in offsetting fire dispatch costs prior to pursuing any membership in the Joint Radio Users Group (JRUG).

**Moved by:** Councilmember Miller, seconded by Councilmember Zapien.

**Vote:** Motion carried 7-0

**Yes:** Councilmember Burgos Medina, Councilmember Holman , Councilmember Miller, Councilmember Tubbs, Councilmember Zapien, Vice Mayor Canepa, and Mayor Silva.

**16. HEARINGS\*\*\***

**16.1 14-0056 APPEAL OF THE PLANNING COMMISSION'S DENIAL OF THE REQUEST FOR A USE PERMIT TO UPGRADE THE OFF-SALE OF BEER AND WINE TO THE OFF-SALE OF GENERAL ALCOHOLIC BEVERAGES IN AN EXISTING 1,500 SQUARE-FOOT CONVENIENCE STORE AT 4511 PACIFIC AVENUE (P13-163)**

**Public Comment**

Tocan Nguyen - spoke to safety issues; supported applicant

Julie Limbaugh - would like clarification regarding calls for service

Ralph White - shared that there are similar situations in south Stockton

Resolution denying the appeal and upholding the Planning Commission's denial of the request for a Use Permit to upgrade the off-sale of beer and wine (Type 20 License) to the off-sale of general alcoholic beverages (Type 21 License) in an existing convenience store at 4511 Pacific Avenue.

**Moved by:** Councilmember Zapien, seconded by Councilmember Tubbs.

Vote: Motion failed 2-5

Yes: Councilmember Tubbs, and Councilmember Zapien.

No: Councilmember Burgos Medina, Councilmember Holman , Councilmember Miller, Vice Mayor Canepa, and Mayor Silva.

**Motion 2014-04-15-1601** overturning the decision of the Planning Commission, granting an appeal to upgrade the Use Permit from the off-sale of beer and wine (Type 20) to the off-sale of general alcoholic beverages (Type 21) in an existing convenience store located at 4511 Pacific Avenue; directing staff to return to the City Council at 6 months with a status report of that establishment and again at 12 months.

**Moved by:** Councilmember Miller, seconded by Mayor Silva.

**Vote:** Motion carried 5-2

**Yes:** Councilmember Burgos Medina, Councilmember Holman , Councilmember Miller, Vice Mayor Canepa, and Mayor Silva.

**No:** Councilmember Tubbs, and Councilmember Zapien.

## **16.2 14-0206 RECEIVE PROPOSED CHARTER AMENDMENT LANGUAGE AND HOLD PUBLIC HEARINGS TO SOLICIT COMMUNITY FEEDBACK**

The Council Charter Review Ad-Hoc Committee recommends that the City Council receive the proposed Charter amendment language for Articles IV, X, XII, XVI and XXIV and hold Public Hearings on April 15, 2014 and May 20, 2014 to solicit community feedback related to these recommendations.

### **Public Comment**

Howard Seligman, Chair of Charter Review Advisory Commission - asked for City Attorney's opinion regarding Election Code process; shared concerns regarding the Charter Review Advisory Commission

Marcie Bayne, Charter Review Advisory Commission - spoke to experiences while serving on the Commission

Bobby Bivens - expressed concern that the Charter Review Advisory Commission was limited by staff and staff support

Dale Stocking, Charter Review Advisory Commission - noted Charter Amendments can only go General elections on even years; noted recent change to Election Code; expressed opinion that one measure would be defeated, suggested 2-3 measures; suggested permanent Charter Review Commission

Ralph White, Charter Review Advisory Commission - spoke to his experience serving on the City Council

Cynthia Summers, Vice Chair of the Charter Review Advisory Commission - spoke to her expectations of being on the Charter Review Advisory Commission

**16.3 14-0347 2014-2015 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT, HOME INVESTMENT PARTNERSHIPS, AND EMERGENCY SOLUTIONS GRANT PROGRAMS**

**Public Comment**

Gary Malloy - clarification regarding \$2.1 million dollars and how it will be affecting bankruptcy

**Resolution 2014-04-15-1603**

1. Approving the 2014-2015 Action Plan with any modifications deemed appropriate by the Council; and,
2. Authorizing the City Manager, or his designee, to execute all documents and forward them to the U.S. Department of Housing and Urban Development and to take whatever actions are necessary and appropriate to carry out the intent of this resolution.

**Moved by:** Vice Mayor Canepa, seconded by Councilmember Miller.

**Vote:** Motion carried 7-0

**Yes:** Councilmember Burgos Medina, Councilmember Holman , Councilmember Miller, Councilmember Tubbs, Councilmember Zapien, Vice Mayor Canepa, and Mayor Silva.

**17. COUNCIL COMMENTS**

Councilmember Zapien reported on the Council of Governments, One Voice Trip, noting Councilmember Holman's effectiveness and spearheading of efforts and conversations; wished everyone Happy Easter/Passover Holiday; requested the meeting adjourn in memory of William Lewis, Koporun Reed Underwood and Teresa Rose Lamanno, killed in Kansas City outside Jewish affiliated centers

Councilmember Holman noted that Congressman Dunham and McNerney have agreed to make a concentrated effort for approval of the Veterans Affairs Clinic in San Joaquin County

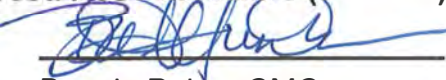
Councilmember Tubbs supports breaking up the agenda; thanked everyone who attended the Select Committee Hearing on Boys and Men of Color; wished everyone a Happy Easter/Passover weekend

Councilmember Miller thanked the members of LINKS, Inc. for the Hats Off Luncheon event, and to the sponsors of the San Joaquin Leadership Prayer Breakfast for their inspirational speaker

Councilmember Burgos Medina thanked everyone who attended the Mormon Slough clean up; threw first pitch for the Cal-Mex Baseball League officially open at Stribley Park on Sundays

Mayor Silva noted the City Council Strategic Plan Workshop on Monday; job fair at Stockton Arena on April 17th; spoke to events happening in Stockton; noted the Asparagus Festival will be April 25th-27th

18. **ADJOURNMENT** in memory of **William Lewis, Corporon,**  
**Reat Griffen Underwood and Teresa Rose Lamanno (9:40 PM)**

  
\_\_\_\_\_  
*Bonnie* Bonnie Paige, CMC  
City Clerk, City of Stockton

**MINUTES  
JOINT CITY COUNCIL/BOARD OF SUPERVISORS  
MEETING OF JANUARY 28, 2014**

---

San Joaquin Board of Supervisors' Chamber  
44 N. San Joaquin St, Stockton

---

**Call to Order: The joint meeting with the Stockton City Council was called to order at 9:03 a.m. by Chair Elliot.**

Chair Elliot welcomed the members of the City Council, City Manager Kurt Wilson, City Attorney John Luebberke, and City Clerk Bonnie Paige.

A Moment of Silence

The pledge of allegiance to the flag was led by Supervisor Bestolarides.

**Roll Call:**

Roll Call

Present:

Supervisor Villapudua  
Supervisor Bestolarides  
Supervisor Ruhstaller  
Supervisor Vogel  
Chairman Elliott  
Councilmember Holman  
Councilmember Miller  
Councilmember Zapien  
Councilmember Burgos Medina  
Vice Mayor Canepa

Note: The City is required to send five Councilmembers to this joint meeting per Public Utilities Code 50060 which states: **Appointment of board of directors. "The government of the district shall be vested in a board of five directors. Two of the directors shall be appointed by the Board of Supervisors of the County of San Joaquin. Two of the directors shall be appointed by the City Council of the City of Stockton. The board of supervisors, together with five members of the city council appointed by the mayor, shall constitute a board of election which, by a majority vote, shall appoint the fifth director".** The five Councilmembers representing the City were selected by Mayor Silva to attend this joint meeting for the purpose of appointing the fifth director.

- 1. Joint City/County Appointment of 1 Position to the San Joaquin Regional Transit District Board Pursuant to Government Code Section 50060.**

Staff Report



Applicants Joni Bauer and Chris "Kay" Kotsoglou addressed the Joint City/County Board and responded to questions.

**Motion to reappoint Joni Bauer to the San Joaquin Regional Transit District Board as the Joint City/County Appointment for the term of 01/22/2014 to 01/22/2018.**

**Moved by:** Supervisor Vogel, seconded by Supervisor Bestolarides.

**Vote:** Motion carried 10-0

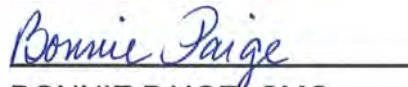
**Yes:** Supervisor Villapudua, Supervisor Bestolarides, Supervisor Ruhstaller, Supervisor Vogel, Chairman Elliott, Councilmember Holman, Councilmember Miller, Councilmember Zapien, Councilmember Burgos Medina, and Vice Mayor Canepa.

[LINK TO: San Joaquin County Board of Supervisors Order B-14-31](#)

[LINK TO: 2014-01-28 Council Resolution 2012-01-28.pdf](#)

City Councilmember Burgos Medina challenged the Board of Supervisors to a game of softball. City Councilmember Miller thanked Mr. Kotsoglou for applying and encouraged constituents to continue to participate in local government.

**ADJOURNMENT:** Chairman Elliott adjourned the Joint City Council/Board of Supervisors meeting at 9:22 a.m.

  
BONNIE PAIGE, CMC  
STOCKTON CITY CLERK

# Before the Board of Supervisors and Stockton City Council

County of San Joaquin and City of Stockton, State of California

B-14-31

MOTION: SUPERVISOR VOGEL/SUPERVISOR BESTOLARIDES/10

THIS BOARD OF SUPERVISORS AND STOCKTON CITY COUNCIL DOES HEREBY reappoint Joni Bauer to the San Joaquin Regional Transit District as the Joint City Council/Board of Supervisor Appointment for the term of 01/22/2014 – 01/22/2018.

I HEREBY CERTIFY that the above order was passed and adopted on January 28, 2014, by the following vote of the Board of Supervisors and Stockton City Council, to wit:

AYES: SUPERVISOR VILLAPUDUA, BESTOLARIDES, RUHSTALLER, VOGEL, CHAIRMAN ELLIOTT AND COUNCILMEMBERS BURGOS MEDINA, HOLMAN, MILLER, ZAPIEN, AND VICE-MAYOR CANEPA.

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

MIMI DUZENSKI  
Clerk of the Board of Supervisors  
County of San Joaquin  
State of California

*mimi duzenski*  
Deputy Clerk



BONNIE PAGE  
City Clerk  
of the City of Stockton

*Bonnie Page*  
City Clerk

Resolution No. 2014-01-28

STOCKTON CITY COUNCIL


---

RESOLUTION APPOINTING JONI D. BAUER TO THE  
SAN JOAQUIN COUNTY REGIONAL TRANSIT DISTRICT BOARD  
(JOINT BOARD OF SUPERVISORS/CITY COUNCIL APPOINTEE)

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS  
FOLLOWS:

That the City Council in cooperation with the San Joaquin County Board of Supervisors, hereby approves the reappointment of JONI D. BAUER (as a member) to the SAN JOAQUIN REGIONAL TRANSIT DISTRICT BOARD, for an additional term that commenced January 22, 2014, and ends January 22, 2018.

PASSED, APPROVED and ADOPTED **JANUARY 28, 2014.**

  
\_\_\_\_\_  
ANTHONY SILVA, Mayor  
of the City of Stockton

ATTEST:

  
\_\_\_\_\_  
BONNIE PAIGE  
City Clerk of the City of Stockton



::ODMA\GRPWISE\COS.CC.CC\_Library:121727.1

City Atty  
Review \_\_\_\_\_  
Date 01/28/2014



# City of Stockton

## Legislation Details (With Text)

File #: 14-0383      Version: 1

Type: New Business      Status: Agenda Ready

In control: City Council/Successor Agency to the  
Redevelopment Agency/Public Financing  
AuthorityConcurrent

Attachments: [Attachment A - Resolution 2013-08-27-1201-01](#)  
[Attachment B - Resolution 2013-08-27-1201-02](#)  
[Proposed Resolution - Hero PACE Program](#)  
[Exhibit 1 - Agreement with Hero PACE Program](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

### PARTICIPATION IN THE CALIFORNIA HERO PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM

#### RECOMMENDATION

It is recommended that the City Council adopt a resolution related to the City’s participation in the California HERO Property Assessed Clean Energy (PACE) Program:

1. Approving an Amendment to the Western Riverside Council of Governments Joint Powers Agreement (Exhibit 1 to the Resolution) to add the City of Stockton as an Associate Member;
2. Authorizing the Western Riverside Council of Governments to conduct contractual assessment proceedings and levy contractual assessments within Stockton City boundaries, and authorizing related actions; and
3. Authorizing the City Manager, or his designee, to execute all documents and take any actions necessary and appropriate to carry out the intent of this resolution.

#### Summary

This agenda item requests authorization for the City to participate in the California HERO PACE Program. The California HERO Program (HERO Program) provides a mechanism for property owners to finance the purchase and installation of renewable energy, energy and water efficiency improvements, and electric vehicle charging infrastructure improvements to their properties with no up-front costs.

In August 2013, the City Council authorized the City to participate in Figtree PACE, a similar program focused on commercial properties. The HERO Program is intended for residential properties and has been very successful in Western Riverside County. Since its launch in late 2011, the Program has funded and completed \$188 million in projects, with another \$280 million preliminarily approved. Because of its success, the HERO Program is now being offered and utilized to provide additional

California cities and counties with a turnkey program that saves significant time, cost, and local resources that would otherwise be needed to develop a new local program. In order to participate in the HERO Program, the City must become an Associate Member of the Western Riverside Council of Governments (WRCOG).

## DISCUSSION

### Background

In July 2008, the Governor signed AB 811 into law, which took effect immediately. AB 811 authorizes cities and counties to establish programs to enter into contractual assessment agreements with property owners to finance the installation of distributed generation renewable energy sources or energy efficiency improvements that are permanently fixed to real property. An AB 811 program allows municipalities to make assessment financing available to property owners for the purchase and installation of such improvements. Property owners repay the financing through an assessment on their property. The assessments are recorded as a lien against the subject property, entered in the county tax roll, and are collected on the property owner's tax bills at the same time and in the same manner as property taxes.

On August 27, 2013, the City Council approved Resolution 2013-08-27-1201-01 (Attachment A) and Resolution 2013-08-27-1201-02 (Attachment B), which authorized the City to join the Figtree PACE program for commercial properties. However, while there is a residential component to the Figtree program, only limited properties qualify since only residential properties with either a jumbo loan (defined as loans above the conforming loan limit identified by the Federal Housing Finance Agency within specific geographic areas; the loan limit for a single-family home in San Joaquin County for 2014 is \$417,000) or properties with no mortgage lien can apply under the Figtree program.

The HERO Program, however, has a strong residential component. Since its launch in late 2011, the HERO Program has approved over \$538 million in applications and has funded over \$131 million in projects. Although it started in Western Riverside County, the Program's success has led to it being widely-used throughout the state. The HERO Program's interest rates and program guidelines are similar to other PACE programs found throughout the state. Examples of municipalities who have approved the implementation of the HERO Program include the cities of Citrus Heights, San Jose, Turlock, Fresno, and Modesto, as well as Kern and Merced County.

### Present Situation

The HERO Program is being offered to allow property owners within the City to finance renewable energy, energy and water efficiency improvements, and electric vehicle charging infrastructure on their property. If a property owner chooses to participate, the installed improvements will be financed by the issuance of bonds by a joint powers authority, WRCOG. The bonds are secured by a voluntary contractual assessment levied on the owner's property, with no recourse to the local government or other participating jurisdictions. Participation in the program is 100% voluntary, although the improvements and properties must meet eligibility criteria in order to qualify for financing. Property owners who wish to participate in the program agree to repay the amount borrowed through the voluntary contractual assessment collected along with their property taxes.

The assessments are paid on the County property tax bill. If the owner sells the property, the repayment obligation remains with the property and does not need to be paid off at the time of



escrow closing. However, certain mortgage providers - such as Fannie Mae and Freddie Mac - may require that the assessment be paid off at the time the property is refinanced or sold, because they do not purchase properties with PACE liens on them. Some lenders have concerns with PACE assessments being the superior lien (with the lender's lien being subordinate). In order to ease these concerns, the California Office of Administrative Law approved a \$10 million dollar loss reserve program that will reimburse the lender for the PACE payments made while in possession of the property during foreclosure. The property taxes for properties in the City that do not choose to participate will not be affected by the Program.

The benefits to property owners include:

- In today's economic environment, options for property owners to finance renewable energy improvements, energy and water efficiency improvements, or electric vehicle charging infrastructure may not be widely available, if at all. As such, many property owners do not have financing options available to provide funding for these types of improvements.
- Energy prices continue to rise and installation of these improvements reduces utility bills and results in fuel savings.
- The payment obligation stays with the property. Under Chapter 29 of the Streets & Highways Code of the State of California, a voluntary contractual assessment stays with the property upon transfer of ownership. Certain residential conforming mortgage providers will, however, require the assessment be paid off at the time the property is refinanced or sold.
- The property owner can choose to pay off the assessments at any time, subject to applicable prepayment penalties.
- Part of the success of the program is the prompt customer service. Committed funding partners provide funding promptly upon project completion resulting in both property owner and contractor satisfaction.

The benefits to the City include:

- Creates energy efficient retrofit, construction, and engineering jobs.
- Potential increase in property values, as energy efficient homes are typically worth more money.
- A potential increase in sales and property tax revenues.
- As in conventional assessment financing, the City is not obligated to repay the bonds or to pay any delinquent assessments levied on the participating properties.
- All HERO Program and assessment administration, bond issuance, and bond administration functions are handled by California HERO. Little City staff time is needed to participate in the Program.
- By leveraging the already successful HERO Program, the City can offer financing to property

owners more quickly, easily, and much less expensively than with the establishment of a new local program.

The indebtedness will be issued by WRCOG and secured solely by the assessment revenues from the property liens so the City's revenues and funds will not be pledged to the repayment of the bonds. All ongoing administration and coordination will be managed by WRCOG. The City can assist in marketing the HERO Program to property owners, though it is not required to do so.

The HERO Program is not an exclusive obligation so the City retains the ability to participate in any future PACE programs that may be developed.

### FINANCIAL SUMMARY

There is no negative financial impact to the City of Stockton associated with the participation in the HERO Program and associated membership with the Western Riverside Council of Governments.

Attachment A - Council Resolution 2013-08-27-1201-01

Attachment B - Council Resolution 2013-08-27-1201-02

Resolution No. 2013-08-27-1201-01

## STOCKTON CITY COUNCIL

---

### **RESOLUTION APPROVING ASSOCIATE MEMBERSHIP BY THE CITY OF STOCKTON IN THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY AND AUTHORIZING AND DIRECTING THE EXECUTION OF AN ASSOCIATE MEMBERSHIP AGREEMENT RELATING TO THE SAME**

The City of Stockton, California (the "City"), a municipal corporation, duly organized and existing under the Constitution and the laws of the State of California; and

The City, upon authorization of the City Council, may pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, commencing with Section 6500 (the "JPA Law") enter into a joint exercise of powers agreement with one or more other public agencies pursuant to which such contracting parties may jointly exercise any power common to them; and

The City and other public agencies wish to jointly participate in economic development financing programs for the benefit of businesses and nonprofit entities within their jurisdictions offered by membership in the California Enterprise Development Authority ("CEDA") pursuant to an associate membership agreement and Joint Exercise of Powers Agreement Relating to the California Enterprise Development Authority (the "Agreement"); and

Under the JPA Law and the Agreement, CEDA is a public entity separate and apart from the parties to the Agreement and the debts, liabilities, and obligations of CEDA will not be the debts, liabilities, or obligations of the City or other members of the Authority; and

The form of Associate Membership Agreement ("Membership Agreement") between the City and CEDA is incorporated by this reference as Exhibit 1; and

The City is willing to become an Associate Member of CEDA subject to the provisions of the Membership Agreement; now, therefore,

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:**

1. The City Council hereby specifically finds and declares that the actions authorized herein constitute public affairs of the City. The City Council further finds that the statements, findings, and determinations of the City set forth in the preambles above are true and correct.

2. The Membership Agreement presented to this meeting and attached hereto as Exhibit 1 is hereby approved. The City Manager, or his designee, is hereby authorized and directed, for and on behalf of the City, to execute and deliver the Membership Agreement in substantially said form, with such changes therein as such officer may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.


3. The City Manager is hereby authorized and directed to do any and all things including the execution and delivery of any and all documents deemed necessary to carry out, give effect to and comply with the terms, purpose, and intent of this resolution.


4. This resolution shall take effect immediately upon its passage.

PASSED, APPROVED, and ADOPTED August 27, 2013.

  
\_\_\_\_\_  
ANTHONY SILVA, Mayor  
of the City of Stockton

ATTEST:

  
\_\_\_\_\_  
BONNIE PAIGE, City Clerk  
of the City of Stockton



The seal of the City of Stockton is circular. It features a central illustration of a cow standing in a field. The text around the perimeter of the seal reads "STOCKTON FOUNDED JUNE 1846" at the top and "INCORPORATED JULY 1850" at the bottom, separated by two small stars on each side.

Resolution No. 2013-08-27-1201-02

## STOCKTON CITY COUNCIL

---

---

### RESOLUTION AUTHORIZING THE CITY OF STOCKTON TO JOIN THE FIGTREE PACE PROGRAM AND AUTHORIZING THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY TO CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY OF STOCKTON AND RELATED ACTIONS

The California Enterprise Development Authority ("CEDA") is a joint exercise of powers authority, comprised of cities and counties in the State of California, including the City of Stockton (the "City"); and

CEDA has adopted the FIGTREE Property Assessed Clean Energy (Figtree PACE) and Job Creation Program, to allow the financing of certain renewable energy, energy efficiency, and water efficiency improvements (the "Improvements") through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29"), and the issuance of improvement bonds or other evidences of indebtedness (the "Bonds") under the Improvement Bond Act of 1915 (Sts. & Hy. Code, § 8500 et seq.) (the "1915 Act") upon the security of the unpaid contractual assessments; and

Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

The City desires to allow the owners of property within its jurisdiction ("Participating Property Owners") to participate in Figtree PACE, and to allow CEDA to conduct assessment proceedings under Chapter 29 and to issue Bonds under the 1915 Act to finance the Improvements; and

Based upon such authorization as provided in the Participation Agreement, a copy of which is attached hereto as Exhibit 1, the City will not be responsible for the conduct of any assessment proceedings, the levy of assessments, any required



remedial action in the case of delinquencies, the issuance, sale, or administration of the bonds or other indebtedness issued in connection with Figtree PACE; and

CEDA will conduct assessment proceedings under Chapter 29 and issue Bonds under the 1915 Act to finance Improvements; and

There has been presented to this Council a proposed Resolution of Intention ("ROI") to be adopted by CEDA in connection with such assessment proceedings, a copy of which is attached hereto as Exhibit 2; and

Said ROI sets forth the territory within which assessments may be levied for Figtree PACE which territory shall be coterminous with the City's official boundaries of record at the time of adoption of the ROI; and

Pursuant to Chapter 29, the City authorizes CEDA to conduct assessment proceedings, levy assessments, pursue remedies in the event of delinquencies, and issue bonds or other forms of indebtedness to finance the Improvements in connection with Figtree PACE; and

To protect the City in connection with operation of the Figtree PACE program, FIGTREE Energy Financing, the program administrator, has agreed to defend and indemnify the City from and against any and all possible liability arising from or related to Figtree PACE; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. On the date hereof, the City Council hereby finds and determines that the issuance of Bonds by CEDA in connection with Figtree PACE will provide significant public benefits, including without limitation, savings in effective interest rates, bond preparation, bond underwriting, and bond issuance costs and reductions in effective user charges levied by water and electricity providers within the boundaries of the City.

2. In connection with Figtree PACE, the City hereby consents to the special assessment proceedings by CEDA pursuant to Chapter 29 on any property within its Boundaries and the issuance of Bonds under the 1915 Act, provided that:

- a. Such proceedings are conducted pursuant to one or more ROI in substantially the form of the ROI attached hereto;
- b. The Participating Property Owners, who shall be the legal owners of such property, voluntarily execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and
- c. The City is not responsible for the conduct of any assessment proceedings, the levy of assessments, any required remedial action in the case of delinquencies in such assessment payments, or the issuance, sale, or administration of the Bonds in connection with Figtree PACE.

The City Council hereby approves the Participation Agreement between the City and CEDA attached hereto as Exhibit 1. The City Council hereby authorizes the City Manager to execute the Participation Agreement with such changes as the City Manager deems appropriate in order to commence the City's participation in Figtree PACE within the jurisdiction of the City.

3. Pursuant to the requirements of Chapter 29, CEDA has prepared and will update from time to time the Program Report for Figtree PACE (the "Program Report") and all associated documents, and CEDA will undertake assessment proceedings and the financing of Improvements as set forth in the Program Report.

4. The appropriate officials and staff of the City are hereby authorized and directed to make applications for Figtree PACE available to all property owners who wish to finance improvements. The following staff person, together with any other staff designated by the City Manager from time to time, is hereby designated as the contact person for CEDA in connection with Figtree PACE: Janice Miller, Economic Development Program Manager II.

5. The appropriate City officials and staff are hereby authorized and directed to execute and deliver such closing certificates, requisitions, agreements, and related documents as are reasonably required by CEDA in accordance with the Program Report to implement Figtree PACE for Participating Property Owners.

6. The City Council hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

7. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to FIGTREE Energy Resource Company.

8. Services related to the formation and administration of the assessment district will be provided by CEDA at no cost to the City.


9. The City Manager is authorized to take all necessary and appropriate actions to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED August 27, 2013.



ANTHONY SILVA, Mayor  
of the City of Stockton

ATTEST:

  
BONNIE PAIGE, City Clerk  
of the City of Stockton



Resolution No.

## **STOCKTON CITY COUNCIL**

---

### **RESOLUTION APPROVING AN AMENDMENT TO THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS JOINT POWERS AGREEMENT TO ADD THE CITY OF STOCKTON AS AN ASSOCIATE MEMBER AND AUTHORIZING THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS TO CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN STOCKTON CITY BOUNDARIES IN CONNECTION WITH THE CITY'S PARTICIPATION IN THE CALIFORNIA HERO PROPERTY ASSESSED CLEAN ENERGY PROGRAM AND ACTIONS RELATED THERETO**

The Western Riverside Council of Governments (“Authority”) is a joint powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (§ 6500 and following) (the “Act”) and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the “Authority JPA”); and

Authority has established the California HERO Program to provide for the financing of renewable energy distributed generation sources, energy, and water efficiency improvements and electric vehicle charging infrastructure (the “Improvements”) pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code (“Chapter 29”) within counties and cities throughout the State of California that elect to participate in such program; and

The City of Stockton (the “City”) is committed to the development of renewable energy sources and energy efficiency improvements, reduction of greenhouse gases, protection of our environment, and reversal of climate change; and

In Chapter 29 the Legislature authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

Installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the California HERO Program would promote the purposes cited above; and

The City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency and independence, and in doing so cooperate with Authority in order to efficiently and economically assist property owners within the City in financing such Improvements; and

The City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale, or administration of any bonds issued in connection with the California HERO Program; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the California HERO Program to finance the installation of renewable energy distributed generation sources, energy, and water efficiency improvements and electric vehicle charging infrastructure.

2. The City Council consents to inclusion in the California HERO Program of all of the properties in the jurisdictional boundaries of the City and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules, and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the California HERO Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required or suitable for financing the Improvements, including the levying, collecting, and enforcement of the contractual assessments to finance the



Improvements and the issuance and enforcement of bonds to represent such contractual assessments.

4. The City Council hereby approves the JPA Amendment and authorizes the execution thereof by appropriate City officials.

5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the California HERO Program within the City, and report back periodically to this City Council on the success of such program.

6. The City Manager or his designee is authorized to execute all documents and take any actions necessary and appropriate to carry out the purpose and intent of this resolution.

7. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority Executive Committee.

PASSED, APPROVED, and ADOPTED \_\_\_\_\_ May 6, 2014

\_\_\_\_\_  
ANTHONY SILVA, Mayor  
of the City of Stockton

ATTEST:

\_\_\_\_\_  
BONNIE PAIGE, City Clerk  
of the City of Stockton

**AMENDMENT TO THE JOINT POWERS AGREEMENT  
 ADDING CITY OF STOCKTON AS  
 AS AN ASSOCIATE MEMBER OF THE  
 WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS  
 TO PERMIT THE PROVISION OF PROPERTY ASSESSED CLEAN  
 ENERGY (PACE) PROGRAM SERVICES WITHIN SUCH CITY**

This Amendment to the Joint Powers Agreement (“JPA Amendment”) is made and entered into on the \_\_\_ day of \_\_\_\_\_, 2014, by City of Stockton (“City”) and the Western Riverside Council of Governments (“Authority”) (collectively the “Parties”).

RECITALS

WHEREAS, Authority is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the “Joint Exercise of Powers Act”) and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the “Authority JPA”); and

WHEREAS, as of October 1, 2012, Authority had 18 member entities (the “Regular Members”).

WHEREAS, Chapter 29 of the Improvement Act of 1911, being Division 7 of the California Streets and Highways Code (“Chapter 29”) authorizes cities, counties, and cities and counties to establish voluntary contractual assessment programs, commonly referred to as a Property Assessed Clean Energy (“PACE”) program, to fund certain renewable energy sources, energy and water efficiency improvements, and electric vehicle charging infrastructure (the “Improvements”) that are permanently fixed to residential, commercial, industrial, agricultural or other real property; and

WHEREAS, Authority has established a PACE program to be known as the “California HERO Program” pursuant to Chapter 29 which authorizes the implementation of such PACE financing program for cities and counties throughout the state; and

WHEREAS, City desires to allow owners of property within its jurisdiction to participate in the California HERO Program and to allow Authority under Chapter 29, as it is now enacted or may be amended hereafter, to finance Improvements to be installed on such properties; and

WHEREAS, this JPA Amendment will permit City to become an Associate Member of Authority and to participate in California HERO Program for the purpose of facilitating the implementation of such program within the jurisdiction of City; and

WHEREAS, pursuant to the Joint Exercise of Powers Act, the Parties are approving this JPA Agreement to allow for the provision of PACE services through the California HERO Program, including the operation of such PACE financing program, within the incorporated territory of City; and

WHEREAS, the JPA Amendment sets forth the rights, obligations and duties of City and Authority with respect to the implementation of the California HERO Program within the incorporated territory of City.

#### **MUTUAL UNDERSTANDINGS**

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

#### **A. JPA Amendment.**

1. The Authority JPA. City agrees to the terms and conditions of the Authority JPA, attached.

2. Associate Membership. By adoption of this JPA Amendment, City shall become an Associate Member of Authority on the terms and conditions set forth herein and the Authority JPA and consistent with the requirements of the Joint Exercise of Powers Act. The rights and obligations of City as an Associate Member are limited solely to those terms and conditions expressly set forth in this JPA Amendment for the purposes of implementing the California HERO Program within the incorporated territory of City. Except as expressly provided for by the this JPA Amendment, City shall not have any rights otherwise granted to Authority's Regular Members by the Authority JPA, including but not limited to the right to vote on matters before the Executive Committee or the General Assembly, the right to amend or vote on amendments to the Authority JPA, and the right to sit on committees or boards established under the Authority JPA or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee. City shall not be considered a member for purposes of Section 9.1 of the Authority JPA.

3. Rights of Authority. This JPA Amendment shall not be interpreted as limiting or restricting the rights of Authority under the Authority JPA. Nothing in this JPA Amendment is intended to alter or modify Authority Transportation Uniform Mitigation Fee (TUMF) Program, the PACE Program administered by Authority within the jurisdictions of its Regular Members, or any other programs administered now or in the future by Authority, all as currently structured or subsequently amended.

#### **B. Implementation of California HERO Program within City Jurisdiction.**

1. Boundaries of the California HERO Program within City Jurisdiction. The boundaries within which contractual assessments may be entered into under the California HERO Program (the "Program Boundaries") shall include the entire incorporated territory of City.

2. Determination of Eligible Improvements. Authority shall determine the types of distributed generation renewable energy sources, energy efficiency or water conservation improvements, electric vehicle charging infrastructure or such other improvements as may be authorized pursuant to Chapter 29 (the "Eligible Improvements") that will be eligible to be financed under the California HERO Program.

3. Implementation of California HERO Program Within the Program Boundaries. Authority will undertake such proceedings pursuant to Chapter 29 as shall be legally necessary to enable Authority to make contractual financing of Eligible Improvements available to eligible property owners within the Program Boundaries.

4. Financing the Installation of Eligible Improvements. Authority shall implement its plan for the financing of the purchase and installation of the Eligible Improvements under the California HERO Program within the Program Boundaries.

5. Ongoing Administration. Authority shall be responsible for the ongoing administration of the California HERO Program, including but not limited to producing education plans to raise public awareness of the California HERO Program, soliciting, reviewing and approving applications from residential and commercial property owners participating in the California HERO Program, establishing contracts for residential, commercial and other property owners participating in such program, establishing and collecting assessments due under the California HERO Program, adopting and implementing any rules or regulations for the California HERO Program, and providing reports as required by Chapter 29.

City will not be responsible for the conduct of any proceedings required to be taken under Chapter 29; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

6. Phased Implementation. The Parties recognize and agree that implementation of the California HERO Program as a whole can and may be phased as additional other cities and counties execute similar agreements. City entering into this JPA Amendment will obtain the benefits of and incur the obligations imposed by this JPA Amendment in its jurisdictional area, irrespective of whether cities or counties enter into similar agreements.

#### **C. Miscellaneous Provisions.**

1. **Withdrawal.** Authority may withdraw from this JPA Amendment upon six (6) months written notice to City; provided, however, there is no outstanding indebtedness of Authority within City. The provisions of Section 6.2 of the Authority JPA shall not apply to City under this JPA Amendment. City may withdraw approval for conduct of the HERO Program within the jurisdictional limits of City upon thirty (30) written notice to WRCOG without liability to the Authority or any affiliated entity. City withdrawal shall not affect the validity of any voluntary assessment contracts (a) entered prior to the date of such withdrawal or (b) entered into after the date of such withdrawal so long as the applications for such voluntary assessment contracts were submitted to and approved by WRCOG prior to the date of City's notice of withdrawal.

2. **Indemnification and Liability.** Authority shall defend, indemnify and hold City and its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses,

damages or injuries of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of the acts, errors or omissions of Authority or its directors, officials, officers, employees and agents in connection with the California HERO Program administered under this JPA Amendment, including without limitation the payment of expert witness fees and attorneys fees and other related costs and expenses, but excluding payment of consequential damages, provided that the Authority shall not be required to defend or indemnify City and its directors, officials, officers, employees and agents for City's sole negligence or willful misconduct. Without limiting the foregoing, Section 5.2 of the Authority JPA shall not apply to this JPA Amendment. In no event shall any of Authority's Regular Members or their officials, officers or employees be held directly

3. Environmental Review. Authority shall be the lead agency under the California Environmental Quality Act for any environmental review that may required in implementing or administering the California HERO Program under this JPA Amendment.

4. Cooperative Effort. City shall cooperate with Authority by providing information and other assistance in order for Authority to meet its obligations hereunder. City recognizes that one of its responsibilities related to the California HERO Program will include any permitting or inspection requirements as established by City.

5. Notice. Any and all communications and/or notices in connection with this JPA Amendment shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

Authority:

Western Riverside Council of Governments  
4080 Lemon Street, 3rd Floor. MS1032  
Riverside, CA 92501-3609  
Att: Executive Director

City:

City of Stockton  
425 N. El Dorado St.  
Stockton, CA 95202

6. Entire Agreement. This JPA Amendment, together with the Authority JPA, constitutes the entire agreement among the Parties pertaining to the subject matter hereof. This JPA Amendment supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise of agreement, oral or



otherwise, has been made by the other Party or anyone acting on behalf of the other Party that is not embodied herein.

7. Successors and Assigns. This JPA Amendment and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns. A Party may only assign or transfer its rights and obligations under this JPA Amendment with prior written approval of the other Party, which approval shall not be unreasonably withheld.

8. Attorney's Fees. If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorney's fees and costs.

9. Governing Law. This JPA Amendment shall be governed by and construed in accordance with the laws of the State of California, as applicable.

10. No Third Party Beneficiaries. This JPA Amendment shall not create any right or interest in the public, or any member thereof, as a third party beneficiary hereof, nor shall it authorize anyone not a Party to this JPA Amendment to maintain a suit for personal injuries or property damages under the provisions of this JPA Amendment. The duties, obligations, and responsibilities of the Parties to this JPA Amendment with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

11. Severability. In the event one or more of the provisions contained in this JPA Amendment is held invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this JPA Amendment and the remaining parts of this JPA Amendment shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this JPA Amendment.

12. Headings. The paragraph headings used in this JPA Amendment are for the convenience of the Parties and are not intended to be used as an aid to interpretation.

13. Amendment. This JPA Amendment may be modified or amended by the Parties at any time. Such modifications or amendments must be mutually agreed upon and executed in writing by both Parties. Verbal modifications or amendments to this JPA Amendment shall be of no effect.

14. Effective Date. This JPA Amendment shall become effective upon the execution thereof by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this JPA Amendment to be executed and attested by their officers thereunto duly authorized as of the date first above written.

[SIGNATURES ON FOLLOWING PAGES]

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By: \_\_\_\_\_  
Executive Committee Chair  
Western Riverside Council of Governments

Date: \_\_\_\_\_

CITY OF STOCKTON

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_



# City of Stockton

## Legislation Details (With Text)

File #: 14-0532 Version: 1  
 Type: New Business Status: Agenda Ready  
 In control: City Council/Successor Agency to the  
 Redevelopment Agency/Public Financing  
 AuthorityConcurrent

Attachments: [Attachment A - Natelson Dale Group Contract.pdf](#)

Date	Ver.	Action By	Action	Result
5/6/2014	1	City Council/Successor Agency to the Redevelopment Agency/Public Financing AuthorityConcurrent		

**AUTHORIZE A CONTRACT WITH THE NATELSON DALE GROUP FOR THE DEVELOPMENT OF AN ECONOMIC DEVELOPMENT STRATEGIC PLAN FOR THE CITY OF STOCKTON**

### RECOMMENDATION

It is recommended that the City Council adopt a motion authorizing the execution of a contract with The Natelson Dale Group, Inc., in an amount not to exceed \$99,710 for the development of a comprehensive Economic Development Strategic Plan for the City of Stockton and authorizing the City Manager to take necessary and appropriate actions to carry out the purpose and intent of the motion.

### Summary

Currently, the City of Stockton does not have an economic development strategic plan that is specific to the City itself. Instead, the City has been working from a County-wide plan developed by Angelou Economics in 2006. Given the City's unique demographics, economic climate, and fiscal strains, it is imperative that a strategy unique to the City be prepared to help guide the City's proactive efforts in economic development. The Economic Development Department is requesting approval to execute a contract with The Natelson Dale Group, Inc. in an amount not to exceed \$99,710 for the development of a five-year, comprehensive Economic Development Strategic Plan. The development of the strategy will be an interactive process involving key members of both the public and private sector with the final outcome resulting in an actionable work plan to improve Stockton's economy.

### DISCUSSION

#### Background

In 2006, the San Joaquin Partnership, a private, non-profit economic development corporation that serves San Joaquin County, contracted with Angelou Economics to prepare an economic development strategy for San Joaquin County. While the strategy was effective to deal with conditions in existence at that time, the economy has changed significantly in the past several years.

Additionally, the 2006 plan looked at San Joaquin County as a single unit and did not drill down to the uniqueness of each community or identify specific strategies or actionable items that individual cities could implement.

On May 17, 2011, the Stockton City Council adopted 38 Strategic Initiatives aimed at four key goals: fiscal sustainability, public safety, economic development, and organizational capacity. One of the initiatives under economic development, Strategic Initiative 3.7 (“Strategic Initiative”), was the development of an Economic Development Strategic Plan to help guide Stockton in its efforts to attract and retain new business, as well as supporting small business development.

A comprehensive Economic Development Strategic Plan is the road map to improving the City’s overall fiscal health and economic viability. The goal is to stimulate the local economy, encourage job growth, and increase revenues in order to sustain long-term fiscal stability.

### Present Situation

The purpose of the Strategic Plan is to provide a five-year road map for the City in determining where to allocate resources and identify priorities. The Strategic Plan would include specific action items geared towards creating new job opportunities, encouraging entrepreneurship and innovation, enhancing fiscal sustainability, investing in catalyst development areas, and increasing private investment throughout the community. The goal is to establish a more collaborative approach to economic development throughout the City by partnering with both internal and external stakeholders.

On January 14, 2014, the City Council approved the issuance of a Request for Proposal (RFP) for the development of a comprehensive, five-year Economic Development Strategy. Seven proposals were received in response to the RFP. The Selection Committee, comprised of Economic Development Department staff and representatives from the Port of Stockton, University of the Pacific, and San Joaquin Partnership, reviewed the seven proposals and selected four firms to be interviewed. The firms selected for interview demonstrated the most applicable experience, expertise and capacity. In addition, these firms demonstrated the best strategic fit with the City through proposals that best captured the intent and scope of the intended project. The four firms selected for interview included: Kosmont & Associates, The Natelson Dale Group, Inc., Chabin Concepts, and Applied Development Economics. The three firms that were not selected for interview were Ernest Swinger Consulting, Center for Strategic Economic Research and Wildan.

On March 18, 2014, the Selection Committee conducted interviews of the top four proponents and selected Natelson Dale Group, Inc. as the most highly qualified respondent. The criteria used to evaluate the proposals included:

- Completeness of the submitted proposal
- Experience in economic development strategic planning and successful outcomes from the implementation of such plans
- Adherence of the proposal to the scope and format outlined in the RFP
- Feasibility, timeliness, and quality of the implementation schedule
- Total cost of the proposal and willingness to negotiate a contract acceptable to the City

The Selection Committee recommends that Natelson Dale Group, Inc. be awarded a professional

services contract not to exceed \$99,710 for the development of an Economic Development Strategic Plan for the City of Stockton. Established in 1974, Natelson Dale Group, Inc. was chosen as a result of its extensive experience in economic analysis, industry targeting, strategic planning, local/regional alliances, and public policy. The firm formed a highly qualified team of professional to lead the development of Stockton's economic development strategy, including Managing Principal Roger Dale, who will serve as team leader, and Dr. Terry Clower, who will provide in depth industry and cluster analysis. In its presentation to the Selection Committee, Natelson Dale Group, Inc. identified several key issues Stockton is currently facing, such as the need to diversify its economic base, lingering impacts of the recession, loss of both Redevelopment and the Enterprise Zone, and budget constraints. It also identified some of Stockton's key strengths, including its prime location, the Port of Stockton and other transportation systems, an established and growing Bay Area connection, industry capacity (available land and buildings), and favorable permitting environment. After reviewing its proposal and conducting interviews, the Committee felt that Natelson Dale Group, Inc. best understood Stockton's current needs, was most qualified, and would provide Stockton with a customized strategy specific to its unique situation and characteristics. A detailed scope of services is included in the contract (Attachment A - Professional Services Agreement); however, below are a few of the tasks included in the scope:

- Engage with stakeholders, both public and private
- Conduct SWOT (Strengths, Weaknesses, Opportunities, and Threats) analysis for the region
- Identify targeted industries for job creation and retention
- Identify strategies for supporting and growing entrepreneurship and innovation
- Set priorities for proactive economic development efforts for the next five years
- Establish specific actions or work plans to successfully implement overall strategies
- Establish metrics in which to measure performance and outcomes

#### FINANCIAL SUMMARY

There are sufficient funds in the Economic Development General Fund Account Number 010-1760-510 to pay for the contract in an amount not to exceed \$99,710.

Attachment A - Professional Services Agreement



**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_ 2014, between the CITY OF STOCKTON, a municipal corporation (“City”), and THE NATELSON DALE GROUP, INC., a California corporation, whose address is 24835 La Palma Avenue, Suite I, Yorba Linda, CA 92887, and telephone number is 714-692-9596, (“Consultant”).

**RECITALS**

A. Consultant is qualified to and experienced in providing economic development strategic planning for the purposes specified in this Agreement.

B. City finds it necessary and advisable to use the services of the Consultant for the purposes provided in this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions in this Agreement, City and Consultant agree as follows:

1. **Consultant’s Services**. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in Exhibit A. Consultant shall provide said services at that time, place and in the manner specified in Exhibit A.

2. **City Assistance, Facilities, Equipment and Clerical Support**. Except as set forth in Exhibit A, Consultant shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant only the facilities and equipment listed in Exhibit A according to the terms and conditions set forth in Exhibit A.

3. **Term**. This Agreement shall commence on the date written above and shall expire on May 15, 2015; provided, however the parties may agree to change either the commencement or expiration date.

4. **Compensation**. City shall pay Consultant for services rendered pursuant to this Agreement as described more particularly in Exhibit A. The payments shall be made on a monthly basis upon receipt and approval of Consultant’s invoice. Total compensation for services and reimbursement for costs shall not exceed \$99,710.

a. Invoices submitted by Consultant to City must contain a brief description of work performed, time used and City reference number. Payment shall be made within thirty (30) days of receipt of Consultant’s invoice and approved by City.

b. Upon completion of work and acceptance by City, Consultant 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 Consultant 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.

5. **Sufficiency of Consultant's Work.** All reports, drawings, designs, plan review comments and work product of Consultant shall be adequate and sufficient to meet the purposes for which they are prepared.

6. **Ownership of Work.** All reports, drawings, designs, plan review comments, work product, and all other documents completed or partially completed by Consultant in the performance of this Agreement shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Consultant agrees 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 Consultant shall replace them at its own expense. Consultant 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.

7. **Changes.** City may request changes in the scope of services to be provided by Consultant. Any changes and related fees shall be mutually agreed upon between the parties and subject to a written amendment to this Agreement.

8. **Consultant's Status.** In performing the obligations set forth in this Agreement, Consultant shall have the status of an independent contractor and Consultant shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Consultant are its agents and employees and are not agents or employees of City.

9. **Termination for Convenience of City.** The City may terminate this Agreement at any time by mailing a notice in writing to Consultant. The Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the work actually completed at the time the notice of termination is received.

10. **Non-Assignability.** The Consultant 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. Consultant shall be solely responsible for reimbursing subcontractors.

11. **Indemnity and Hold Harmless.** Consultant shall defend, indemnify, and hold harmless, the City and its officers, agents and employees from and against all claims, losses, damage, injury, and liability for damages arising from, or alleged to have

arisen from, errors, omissions, negligent or wrongful acts of the Consultant in the performance of its services under this Agreement, regardless of whether the City has reviewed or approved the work or services which has given rise to the claim, loss, damage, injury or liability for damages. This indemnification shall extend for a reasonable period of time after completion of the project as well as during the period of actual performance of services under this Agreement. The City's acceptance of the insurance certificates required under this Agreement does not relieve the Consultant from its obligation under this paragraph.

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

13. **Notices.** All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

To Consultant: Roger Dale, Principal  
The Natelson Group Inc.  
24835 La Palma, Suite I  
Yorba Linda, CA 92887

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

14. **Conformance to Applicable Laws.** Consultant shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Consultant 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.

15. **Licenses, Certifications and Permits.** Prior to the City's execution of this Agreement and prior to the Consultant's engaging in any operation or activity set forth in this Agreement, Consultant shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Consultant covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement.

16. **Records and Audits.** Consultant shall maintain all records regarding this Agreement and the services performed for a period of three 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.

17. **Confidentiality.** Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

18. **Conflicts of Interest.** Consultant covenants that other than this Agreement, Consultant has no financial interest with any official, employee or other

representative of the City. Consultant 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 Consultant's services under this Agreement. If such an interest arises, Consultant will immediately notify the City.

19. **Waiver.** In the event either City or Consultant 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.

20. **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, Northern District, Sacramento Division.

21. **No Personal Liability.** No official or employee of City shall be personally liable to Consultant in the event of any default or breach by the City or for any amount due Consultant.

22. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

23. **Scope of Agreement.** This writing constitutes the entire Agreement between the parties. Any modification to the Agreement shall be in writing and signed by both parties.

**THIS AGREEMENT** executed the date and year first above written.

**CITY OF STOCKTON**

**CONSULTANT**

\_\_\_\_\_  
Kurt O. Wilson, City Manager

By: \_\_\_\_\_  
Signature

ATTEST:

\_\_\_\_\_  
Print name

\_\_\_\_\_  
City Clerk

Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**EXHIBIT A****Scope of Consultant's Services and Compensation****TNDG Team Proposed Fee Budget (Revised March 20, 2014)**

The figures in the table below show the TNDG Team's suggested budget for this assignment. The figures shown are understood to be negotiable, based on subsequent refinements to the scope of work and other input. Any final total budgeted amount is also understood to be a "not to exceed" figure, backed by actual timesheets and expense documentation.

Scope of Work Elements	Hourly rates ---▶			Costs
	\$170.00 Principals (1)	\$155.00 Senior Associates (2)	\$100.00 Research Associate (3)	
2.2.1 Facilitate all stages of the economic development strategic planning process. (Set up workshop, contact, related systems.)^	16	12	4	\$4,980
2.2.2 Review existing economic development strategies and plans for the City of Stockton and update relevant data.	16	12	6	\$5,180
2.2.3 Conduct a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis.	68	56	28	\$23,040
2.2.4 Engage with key stakeholders, both public and private. (Time is allotted to other tasks.)^	N/A	N/A	N/A	
2.2.5 Identify catalyst development areas.	24	12	12	\$7,140
2.2.6 Develop strategies for supporting entrepreneurship and innovation.	24	4		\$4,700
2.2.7 Identify targeted industries for job creation and retention.	64	44	20	\$19,700
2.2.8 Identify areas economic development can engage in and prioritize efforts.	36	16	10	\$9,600
2.2.9 Identify roles and responsibilities with other entities, both internal and external.	28	8		\$6,000
2.2.10 Develop specific actions or work plans to successfully implement overall strategies and establish metrics.	36	12	12	\$9,180
2.2.11 Identify needs and resources necessary for implementing recommendations.	22	10	4	\$5,690
<b>Total Professional Fee</b>	<b>334</b>	<b>186</b>	<b>96</b>	<b>\$95,210</b>
<b>Expenses</b>				
Travel				\$1,500
Data (EMSI, IMPLAN)				\$3,000
<b>TOTAL COST</b>				<b>\$99,710</b>

^ Other meetings and interviews are include in the hours for associated tasks above.

(1) Dale, McClure, Clower

(2) Levenson, Bomba

(3) Woodward



Roger A. Dale, Principal, TNDG. *Signature*



**EXHIBIT B****INSURANCE REQUIREMENTS  
SERVICES AND PRODUCTS VENDORS**

**VENDOR** shall procure and maintain for the duration of the Agreement, insurance against all 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 VENDOR, its agents, representatives, volunteers, or employees.

1. **INSURANCE** Throughout the life of this Contract, the Vendor shall pay for and maintain in full force and effect with an insurance company admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A: VII" in Best Insurance Key Rating Guide, the following policies of insurance:
  - A. **AUTOMOBILE LIABILITY** insurance, endorsed for "any auto" with the following limits of liability: Bodily Injury \$250,000 each person, and \$500,000 each occurrence. Property Damage \$100,000 each occurrence.
  - B. **WORKERS' COMPENSATION** insurance as required under the California Labor Code and Employers Liability Insurance with limits not less than \$1,000,000 per accident/injury/disease.
  - C. **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY AND MISCELLANEOUS SUPPLEMENTARY INSURANCE;**

FOR **ADDITIONAL** REQUIREMENT(S):

- (i) **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY** insurance which shall include Contractual Liability, Products and Completed Operations coverage's, Bodily Injury and Property Damage Liability insurance with combined single limits of not less than \$1,000,000 per occurrence, and \$2,000,000 Aggregate limit.

Deductibles and Self-Insured Retentions must be declared and are subject to approval by the CITY.

The Policy(s) shall also provide the following:

- 1 The Commercial General Liability insurance shall be written on ISO approved occurrence form with additional insured endorsement naming: *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are additional insureds.*
2. All insurance required by this Agreement shall be with a company acceptable to the CITY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date VENDOR completes its performance of services under this Agreement.
3. For any claims related to services or products provided under this contract, the Vendor's insurance coverage shall be primary insurance as respects the City of Stockton its officers, agents, and employees. Any coverage maintained by the CITY shall be excess of the Vendor's insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against the CITY.

4. Each insurance policy required by this clause shall have a provision that coverage shall not be cancelled by either party, except after thirty (30) days' prior to written notice by certified mail, return receipt requested, has been given to the CITY. Further, the thirty (30) day notice shall be unrestricted, except for workers' compensation, or non-payment of premium, which shall permit ten (10) days advance notice. The insurer and/or the contractor and/or the contractor's insurance agent shall provide the CITY with notification of any cancellation, major change, modification or reduction in coverage.
5. Regardless of these contract minimum insurance requirements, the Vendor and its insurer shall agree to commit the Vendor's full policy limits and these minimum requirements shall not restrict the Vendor's liability or coverage limit obligations.
6. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.
7. The Company shall furnish the City of Stockton with the Certificates and Endorsement for all required insurance, prior to the CITY's execution of the Agreement and start of work.
8. Proper address for mailing certificates, endorsements and notices shall be:  
  
City of Stockton  
Attention: Risk Services  
425 N. El Dorado Street  
Stockton, CA 95202
9. Upon notification of receipt by the CITY of a Notice of Cancellation, major change, modification, or reduction in coverage, the Vendor shall immediately file with the CITY a certified copy of the required new or renewal policy and certificates for such policy.

Any variation from the above contract requirements shall only be considered by and be subject to approval by the CITY's Risk Manager (209) 937-8617. Our fax is (209) 937-8558.

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

If the Vendor should subcontract all or any portion of the work to be performed in this contract, the Vendor shall cover the sub-contractor, and/or require each sub-contractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-contractor's insurance shall have the same impact as described above.