

CITY COUNCIL / LRA BOARD

Mayor/Chair

Richard D. O'Brien

Council/Authority Members

District 1 - Luis Uribe

District 2 - Rachel Hernandez

Vice Mayor, District 3 - Leanne Jones Cruz

District 4 - Darlene Barber-Martinez



CITY OF RIVERBANK

Regular City Council and Local Redevelopment Authority Board Meetings

Council Chambers
6707 Third Street, Suite B
Riverbank, CA 95367



TUESDAY, JULY 23, 2024 – 6:00 P.M.

(THE AGENDA PACKET IS ONLINE AT [HTTP://WWW.RIVERBANK.ORG/AGENDACENTER](http://www.riverbank.org/agendacenter))

1. CALL TO ORDER
2. FLAG SALUTE
3. INVOCATION
4. ROLL CALL
5. AGENDA CHANGES

6. CONFLICT OF INTEREST

Any Council/Authority Member or Staff who has a direct Conflict of Interest on any scheduled agenda item to be considered is to declare their conflict at this time.

7. PRESENTATIONS (Informational only)

Item 7.1 **Proclamation –National Health Center Week – August 4-10, 2024-** It is recommended that the City Council read the Proclamation for National Health Center Week – August 4-10, 2024; and present to Golden Valley Health Centers.

Item 7.2 **Certificate of Recognition – Riverbank High School Graduating Class of 1971-**It is recommended that the City Council present a Certificate of Recognition to the Riverbank High School Graduating Class of 1971.

Item 7.3 **Introduction – Beckie Robbins, Assistant Finance Director-** Staff to introduce Beckie Robbins, the City's new Assistant Finance Director.

8. PUBLIC COMMENTS (No action can be taken)

At this time, members of the public may comment on any item not appearing on the agenda, and within the subject matter jurisdiction of the City Council/LRA Board. Individual comments will be limited to a **maximum of 3 minutes (or as stated by the presiding Officer)** and time cannot be yielded to another person. Under State Law, matters presented during the public comment period cannot be discussed or acted upon.

Refer to the last page of this agenda for the Public Comment Procedures via ZOOM.

IN PERSON COMMENTS- Please fill out a Comment Card & Return to the City Clerk

9. CONSENT CALENDAR

All items listed on the Consent Calendar are to be acted upon by a single action of the City Council/LRA Board unless requested by an individual Council/Authority Member or member of the public for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by motion of the City Council/LRA Board.

Item 9.1 **Waive Readings.** All Readings of ordinances and resolutions, except by title, are waived.

Item 9.2 **Approval** of the City Council and Local Redevelopment Authority Board Minutes for June 25, 2024.

Item 9.3 **Acceptance** of the Crossroads Elementary School Raised Crosswalks Project and Authorization to File a Notice of Completion

Item 9.4 **Authorization** for Out of State Travel Request to have Finance Staff Attend the Caselle Training in Provo, UT

Item 9.5 **Resolution** to Award and Authorize City Manager to Enter into Professional Service Agreement for Construction Management and Inspection Services with NV5, Inc. for the State Highway 108 (Callander Avenue) Reconstruction & Crosswalk Project.

10. PUBLIC HEARING

The Public Notice for item 10.1 was published on July 10th in the Riverbank Newspaper.

The Public Notice for item 10.2 was published on July 10th & July 17th in the Riverbank Newspaper.

Item 10.1 **First Reading by Title Only and Introduction of Proposed Ordinance Amending Sections 120.60 and 120.62 and Adding Section 120.63 to Chapter 120, Cannabis Regulations of Title XI, Business Regulations, of the Riverbank Code of Ordinances Related to the Appeal of Administrative Penalties for Cannabis Regulations-** It is recommended that the City Council conduct the public hearing for the first reading of the proposed ordinance, waive further reading, read by title only, and introduce for first reading an ordinance of the City Council of the City of Riverbank amending Section 120.60 and 120.62 and adding Section 120.63 of Chapter 120, Cannabis Regulations, of Title XI, Business Regulations, of the Riverbank Code of Ordinances related to the appeal of administrative penalties for violations of cannabis regulations.

Item 10.2 **Public Hearing for Proposed Solid Waste Rate Increase-** It is recommended that the City Council consider adopting a resolution approving a 3.8% Consumer Price Index (CPI) increase in rates for solid waste disposal services pursuant to the executed franchise agreement with Gilton Solid Waste, Inc.

11. NEW BUSINESS

- Item 11.1** **Designation of a Voting Delegate and Alternate(s) to Attend the 2024 League of California Cities Annual Conference-** It is recommended that City Council designate a member of the Council as the Voting Delegate, plus one or two alternates. They will attend the 2024 League of California Cities Annual Conference and Expo, to be held in Long Beach on October 16-18, 2024, and will participate in the Annual Business Meeting for the consideration of resolutions that establish Cal Cities policy. The City Council is to ratify the designations by roll call vote.

12. COMMENTS/REPORTS

A brief report on notable attendance of a meeting or conference or other notable topics of City business shall be made. The Brown Act does not allow for discussion or action of items by the City Council/LRA Board during this time.

- Item 12.1** Staff
- Item 12.2** Council/Authority Member
- Item 12.3** Mayor/Chair

13. CLOSED SESSION

The public will have a limit of **3 minutes** to comment on Closed Session item(s) as set forth on the agenda prior to the City Council/LRA Board recessing to Closed Session

- Item 13.1** **LIABILITY CLAIMS**
(Pursuant to Government Code §54961)
Claimants: Bobbie Bowling, Kalina Bowling, and Daisy Bowling
Agency Claimed Against: City of Riverbank
- Item 13.2** **LIABILITY CLAIMS**
(Pursuant to Government Code §54961)
Claimant: Foley, John
Agency Claimed Against: City of Riverbank

14. REPORT FROM CLOSED SESSION

- Item 14.1** Report from Closed Session **Item 13.1**
LIABILITY CLAIMS
(Pursuant to Government Code §54961)
Claimants: Bobbie Bowling, Kalina Bowling, and Daisy Bowling
Agency Claimed Against: City of Riverbank
- Item 14.2** Report from Closed Session **Item 13.2**
(Pursuant to Government Code §54961)
Claimant: Foley, John
Agency Claimed Against: City of Riverbank

15. ADJOURNMENT

The August 13th Meeting is CANCELED.

The Next Regular City Council Meeting will be on: **Tuesday, August 27, 2024**

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury, under the laws of the State of California that the foregoing agenda was posted at the meeting location, on the North City Hall public exterior bulletin board, South City Hall public exterior Bulletin, Riverbank Community Center exterior bulletin, and the City's website 72 hours prior to the meeting in accordance to the California Ralph M. Brown Act.

Posted this 18th Day of July, 2024

/s/ *Gabriela Hernandez, CMC, City Clerk*



ADA COMPLIANCE STATEMENT

In compliance with the Americans with Disabilities Act, and the Governor's Executive Order N-29-20, the City will make every effort to make reasonable modifications or accommodations from individuals with disabilities. Contact the Administration Dept. at (209) 863-7122 or the City Clerk at cityclerk@riverbank.org at least (48) hours prior to the meeting to enable the City to make reasonable arrangements for accessibility.

NOTICE REGARDING NON-ENGLISH SPEAKERS

Pursuant to California Constitution Article III, Section IV, establishing English as the official language for the State of California, and in accordance with California Code of Civil Procedures Section 185, which requires proceedings before any State Court to be in English, notice is hereby given that all proceedings before the City of Riverbank City Council/LRA Board shall be in English and anyone wishing to address the Council is required to have a translator present who will take an oath to make an accurate translation from any language not English into the English language.



TELECONFERENCE/VIRTUAL PLATFORM PUBLIC PARTICIPATION COMMENT PROCEDURES FOR CITY COUNCIL MEETING HELD IN CONFORMANCE WITH THE BROWN ACT

PUBLIC “LIVE” VIEWING

- Government Channels: Charter– 2 and AT&T U-VERSE – 99
- YouTube Live – City of Riverbank
- Via ZOOM Platform (See instructions below)

SUBMITTING PUBLIC COMMENTS FOR THE RECORD

Written comments must be received before 4:00 p.m. on the date of the meeting in order for them to be distributed to the Council prior to consideration of the matter. Written comments will not be read aloud at the meeting, but will be reported as received for the record. If you do not receive an acknowledgement of receipt within an hour of submission or by 5:00 pm, please call the City Clerk’s Office at (209) 863-7198 or the Administration Dept. at (209) 863-7122.

ACCEPTABLE METHODS OF SUBMITTING COMMENTS **BEFORE THE 5:00 PM DEADLINE**

- **Via Mail Service:** Mail comments to City of Riverbank, Attn. City Clerk, 6707 Third Street, Suite A, Riverbank, CA 95367. (Call 209-863-7198 / 209-863-7122 to ensure they were received.)
- **Via Email:** Mail to cityclerk@riverbank.org *(Note: This technology is not a guaranteed method.)*
 - Indicate Agenda Item # in the ***subject line***. (Call 209-863-7198 /209-863-7122 to ensure receipt)
- **Oral Comments In-Person:** The Mayor will ask the public if anyone wishes to comment, at that time you may approach the podium.
- **Oral Comments Via Zoom:** The Mayor will announce when public comments may be made for a limit of 3 minutes on the agenda item being considered, at which time you will:
(please make sure the volume on your video device or any nearby device is turned down.)
 - **Using a computer** – click on the “raise hand” feature in the webinar controls. This will alert staff that you wish to speak, and you will be unmuted.
 - **Using a Phone** – press ***9** to “raise the hand”. This will alert staff that you wish to speak, and you will be unmuted.

Teleconference Phone Number (This system is a backup for ZOOM technical difficulties only when providing oral comments.) If there are technical difficulties or disconnection with ZOOM while making oral comments, please immediately call the **teleconference phone number (209) 863-7151** so that Council may receive your comments. Council will be waiting for your call. Thank you

JOIN THE MEETING VIA ZOOM PLATFORM

Join by this link: <https://us02web.zoom.us/j/81789575011>

Join by accessing website: <https://zoom.us/join>, enter Webinar ID: **817 8957 5011**

Join by telephone: **1 669 444 9171 OR 1 669 900 9128**, plus Webinar ID: **817 8957 5011**

Learn about using ZOOM - Visit <https://zoom.us/j/94943925973?status=success> for a free account or to download the app.

RIVERBANK CITY COUNCIL/ LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 7.1

SECTION 7: PRESENTATIONS

Meeting Date:	July 23, 2024
Subject:	Proclamation –National Health Center Week – August 4-10, 2024
From:	Marisela H. Garcia, City Manager
Submitted by:	Jessica Barragan, Administrative Assistant – Confidential

RECOMMENDATION

It is recommended that the City Council read the Proclamation for National Health Center Week – August 4-10, 2024; and present to Golden Valley Health Centers.

SUMMARY

Golden Valley Health Centers is a fully accredited FQHC (Federally Qualified Health Center) offering quality medical, dental, behavioral health, vision, urgent care and school-based health centers. They are able to provide these services because they are funded by federal monies, grants specifically for the care of low-income and homeless patients, insurance reimbursement for care, and donations. With this funding, they have 45 health centers in Merced, Stanislaus, and San Joaquin Counties, including four school-based health centers, two freestanding women's health centers, twelve dental clinics, and two homeless healthcare programs.

Golden Valley Health Centers believes everyone should have access to affordable health care. For over 50 years, they have made this possible to communities across the Central Valley. Their mission is to improve the health of patients by providing quality, primary health care services regardless of language, financial or cultural barriers.

BACKGROUND

In September 1972, Golden Valley Health Centers began as a small Migrant Health Services program connected to Merced General Hospital. Since that time, Golden Valley Health Centers has expanded to meet community needs across Merced, Stanislaus, and San Joaquin counties. They are now serving nearly 150,000 patients each year through 45 clinical locations in the region. Early on it was clear that demand for primary care surpassed what the Center could provide out of the small clinic in Merced, and rapid expansion began. In 1998 they began a homeless healthcare program at the Modesto

Inn to provide free medical services to Stanislaus County's homeless population. Golden Valley Health Centers has prioritized Women's Health and other specialty services have been adopted, such as optometry, podiatry, and behavioral health to improve an array of health outcomes for residents.

FINANCIAL IMPACT

There is no financial impact with the report.

ATTACHMENT

1. Proclamation



CITY OF RIVERBANK PROCLAMATION

NATIONAL HEALTH CENTER WEEK 2024

WHEREAS, for over 50 years, Community Health Centers have provided high-quality, affordable, comprehensive primary and preventive health care in our nation's medically underserved communities, delivering value to, and having a significant impact on America's health care system.

WHEREAS, Community Health Centers are a critical element of the health system, serving rural, suburban, frontier, and urban populations, and often providing the only accessible and dependable source of primary care in their communities. Nationwide, Community Health Centers serve one in every five residents of rural areas.

WHEREAS, every day, Community Health Centers develop new approaches to integrating a wide range of services beyond primary care, including oral health, vision, behavioral health, and pharmacy services, to meet the needs and challenges of their communities. Health centers have more than doubled their behavioral health workforce in the last decade to meet Americans' growing need for behavioral health services.

WHEREAS, Health centers have more than doubled their behavioral health workforce in the last decade to meet Americans' growing need for behavioral health services.

WHEREAS, Community Health Centers are governed by patient-majority boards, ensuring that patients are engaged in their own health care decisions.

WHEREAS, during National Health Center Week, we celebrate the legacy of America's Community Health Centers, and their vital role in shaping the past, present, and future of America's health care system.

NOW, THEREFORE, LET IT BE PROCLAIMED by the City Council of the City of Riverbank that August 4th-10th 2024 is National Health Center Week within the City of Riverbank. I encourage all Americans to take part in this week by visiting their local health center and celebrating the important partnership between America's Community Health Centers and the communities they serve.

Richard D. O'Brien, Mayor
July 23, 2024

Riverbank City Council:
District 1 – Luis Uribe, District 2- Rachel Hernandez, District 4 – Darlene Barber-Martinez,
District 3 – Vice Mayor Leanne Jones Cruz - Mayor Richard D. O'Brien

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 7.2

SECTION 7: PRESENTATIONS

Meeting Date:	July 23, 2024
Subject:	Certificate of Recognition – Riverbank High School Graduating Class of 1971
From:	Marisela H. Garcia, City Manager
Submitted by:	Jessica Campos, Administrative Assistant – Confidential

RECOMMENDATION

It is recommended that the City Council present a Certificate of Recognition to the Riverbank High School Graduating Class of 1971.

SUMMARY

The Riverbank High School Graduating Class of 1971 is turning 71 in 2024! This is Riverbank High School's first graduating class that attended all the first 4 years with 94 seniors. The Class of 1971 wanted to recognize the graduates and their contributions to the community then & now. As well as recognizing the alumni that have since passed.

BACKGROUND

Class of 1971 was a small, but very memorable graduating class. The students participated in a range of sports from football to wrestling. The high school offered an array of clubs as well such as, choir, FFA, photo club, auto club, ski club, science club, and many more. Nevertheless, the Class of 1971 established a legacy of academic excellence and camaraderie.

FINANCIAL IMPACT

No Financial Impact.

ATTACHMENTS

1. Special Recognition Certificate

Special Recognition

Presented to the

Riverbank High School Graduating Class of 1971

The City Council of the City of Riverbank hereby recognizes that the first graduating class of Riverbank High School established a legacy of academic excellence, leadership, and camaraderie. We celebrate their historic achievements and the foundation they laid for future generations.

July 23, 2024



Richard D. O'Brien
Mayor

Riverbank City Council

**District 1 – Luis Uribe, District 2 – Rachel Hernandez, District 4 – Darlene Barber-Martinez, District 3 – Vice Mayor Leanne Jones Cruz,
Mayor – Richard D. O'Brien**

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 7.3

SECTION 7: PRESENTATIONS

Meeting Date:	July 23, 2024
Subject:	Introduction – Beckie Robbins, Assistant Finance Director
From:	Marisela H. Garcia, City Manager
Submitted by:	Tammy Alcantor, Assistant City Manager/Administrative Services Director

RECOMMENDATION

Staff to introduce Beckie Robbins, the City's new Assistant Finance Director.

SUMMARY

In May 2024 the previous Assistant Finance Director accepted a position with CSU Stanislaus. The City's eligibility list for this position remained active and we were able to offer the position to Beckie Robbins who began her employment with us this month.

Beckie comes with a municipal government background having worked for the City of Escalon for almost 16 years. She started as an Account Clerk and was able to promote to the position of Accountant during her tenure in Escalon. Her background in government finance, experience in supervising front office staff overseeing utilities, payroll, and human resources, amongst other duties, makes her a great addition to our Finance Department and City of Riverbank Team. Welcome Beckie!

STRATEGIC PLAN

While not directly related to the City's Strategic Plan, it is the City's objective to attract high quality employees.

FINANCIAL IMPACT

There is no financial impact associated with this report.

ATTACHMENTS

None.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.1

SECTION 9: CONSENT CALENDAR

Meeting Date:	July 23, 2024
Subject:	Waiver of Readings
From:	Marisela H. Garcia, City Manager
Submitted by:	Gabriela Hernandez, City Clerk/LRA Secretary

RECOMMENDATION

It is recommended that the City Council / LRA Board approve the waiver of readings of any proposed ordinances and resolutions for consideration, except by title.

SUMMARY

In lieu of reading the entire text of a proposed ordinance or resolution that is introduced for consideration for adoption and approval, by majority vote, the City Council/LRA Board may waive the reading of the text and introduce the ordinance or resolution by title only for the record.

The full text of the proposed ordinances and resolutions, and any related documents that are part of the agenda packet, are available for review by the public on the City's website and in the City Clerk's office at City Hall (North) upon distribution to a majority of the City Council/LRA Board; typically 72 hours prior to the scheduled date and time of the meeting.

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENTS

There are no attachments to this report.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.2

SECTION 9: CONSENT CALENDAR

Meeting Date:	July 23, 2024
Subject:	Approval of the City Council and Local Redevelopment Authority Board Minutes for June 25, 2024.
From:	Marisela H. Garcia, City Manager
Submitted by:	Gabriela Hernandez, City Clerk/LRA Secretary

RECOMMENDATION

It is recommended that the City Council/ Local Redevelopment Authority Board approve the City Council/LRA Meeting Minutes of June 25, 2024.

SUMMARY

The Draft Minutes of the City Council and the Local Redevelopment Authority Board meeting have been prepared for review and approval.

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENTS

1. June 25, 2024 City Council and Local Redevelopment Authority Board Minutes.

CITY COUNCIL / LRA BOARD

Mayor/Chair
Richard D. O'Brien
Council/Authority Members:
District 1 -Luis Uribe
District 2- Rachel Hernandez
District 3- Leanne Jones Cruz
District 4 -Darlene Barber-Martinez



CITY OF RIVERBANK

**Regular City Council and
Local Redevelopment Authority
Board Meetings**
Council Chambers, 6707 Third St
Suite B
Riverbank, CA 95367



TUESDAY, JUNE 25, 2024 – 6:00 P.M.

(THE AGENDA PACKET IS ONLINE AT [HTTP://WWW.RIVERBANK.ORG/AGENDACENTER](http://www.riverbank.org/agendacenter))

This meeting was held via teleconference

******AB 2449******

(IN PERSON AND REMOTE ATTENDANCE)

***** CONSISTENT WITH THE PROVISIONS OF AB 2449, MEMBERS OF THE CITY COUNCIL MAY PARTICIPATE REMOTELY DUE TO JUST CAUSE. *****

- 1. CALL TO ORDER** - Mayor / Chair O'Brien called the meeting to order at 6:00P.M.
- 2. FLAG SALUTE** – Councilmember Uribe led the pledge of allegiance.
- 3. INVOCATION** – Reverend Randy Richardson provided the invocation.
- 4. ROLL CALL** – City Clerk Hernandez conducted Roll Call.

Members of the City Council / Local Redevelopment Authority Board present:

Council Member / Authority Member District 1 Luis Uribe

Council Member / Authority Member District 2 Rachel Hernandez

Council Member / Authority Member District 4 Darlene Barber-Martinez

Vice Mayor / Vice Chair District 3 Leanne Jones Cruz (Via Teleconference)

Mayor / Chair Richard D. O'Brien

5. AGENDA CHANGES

No Agenda Changes.

6. CONFLICT OF INTEREST: *Any Council/Authority Member or Staff who has a direct Conflict of Interest on any scheduled agenda item to be considered is to declare their conflict at this time.*

None Declared

7. PRESENTATIONS (Informational only)

Item 7.1 **Proclamation-National Parks & Recreation Month-** It is recommended that the City Council read and present the Proclamation for National Parks & Recreation Month to the City of Riverbank Parks & Recreation Department for their service to our community.

Mayor O'Brien read and presented the Proclamation for National Parks & Recreation Month to Director Patton and the Parks & Recreation department.

Item 7.2 **Presentation- Parks & Recreation Department-** It is recommended that the City Council receive a presentation from Michael Patton, Parks and Recreation Director.

Director of Parks & Recreation Patton gave a Power Point presentation on the vitality of the department to our community.

Item 7.3 **Presentation – Illegal Fireworks –** Presentation by Ed Ridenour, Chief of Police. It is recommended that the City Council receive a presentation from Chief Ridenour on illegal fireworks in preparation for the upcoming 4th of July Holiday.

Chief Ridenour gave a Power Point presentation on illegal fireworks and the consequences of the use and lighting of illegal fireworks during the upcoming 4th of July Holiday.

8. PUBLIC COMMENTS (No action can be taken)

*At this time, members of the public may comment on any item not appearing on the agenda, and within the subject matter jurisdiction of the City Council/LRA Board. Individual comments will be limited to a **maximum of 3 minutes (or as stated by the presiding Officer)** and time cannot be yielded to another person. Under State Law, matters presented during the public comment period cannot be discussed or acted upon.*

Mayor O'Brien Opened Public Comment at 6:28 P.M.

Karen Conrotto: Modesto resident opposed to the Riverwalk project.

Gary Pearson: Riverbank resident opposed to the Riverwalk project.

Lorri Faile: Riverbank Chamber of Commerce to invite all to come out and support ribbon cutting for GNC Saturday July 13th at 11:00am.

Jami Aggers: Modesto resident opposed to the Riverwalk project.

There being no further public comments, Mayor O'Brien closed the Public Comment period 6:37 P.M.

9. CONSENT CALENDAR

All items listed on the Consent Calendar are to be acted upon by a single action of the City Council/LRA Board unless requested by an individual Council/Authority Member or member of the public for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by motion of the City Council/LRA Board.

- Item 9.1** **Waive Readings.** All Readings of ordinances and resolutions, except by title, are waived.
- Item 9.2** **Approval** of the City Council and Local Redevelopment Authority Board Minutes for June 11, 2024.
- Item 9.3** **Acceptance** of the Well #13 – Test Well Project and Authorization to File a Notice of Completion.
- Item 9.4** **Resolution 2024-066** to Reallocate \$16,713.19 From the Park’s Rent & Leases Account to the Capital Expenditures Account to Acquire a New Dump Trailer.

There being no public comments, Mayor O’Brien brought the item back to City Council.

ACTION: *By motion moved and seconded (Barber-Martinez / Uribe 5/0) to approve the **consent calendar** as presented.*

*Motion carried by unanimous City Council and LRA Board roll call vote:
AYES: Uribe, Hernandez, Barber-Martinez, Jones Cruz and Mayor O’Brien
NAYS: None / ABSENT: None/ ABSTAINED: None*

10. PUBLIC HEARING

*Public Hearing Notice for Item 10.1 was published on 6/12 & 6/19 /2024 in the Riverbank News.
Public Hearing Notice for Items 10.2 & 10.3 was published on 6/12/2024 in the Riverbank News.*

- Item 10.1** **Resolution to adopt the Revised Groundwater Sustainability Plan-** Approve Resolution Adopting a Revised Groundwater Sustainability Plan and Documenting the Commitment to Develop and Implement a Well Mitigation Program and Management Actions in the Modesto Groundwater Sub basin. This draft can be found at <https://www.strgba.org/>.

Public Works Director Bridgewater gave a comprehensive staff report and Power Point Presentation on the Revised Groundwater Sustainability Plan and the Documenting the Commitment to Develop and Implement a Well Mitigation Program and Management Actions in the Modesto Groundwater Sub basin.

City Council discussed the item with staff.

Mayor O’Brien Opened the Public Hearing at 6:48 P.M.

Evelyn Halbert, Riverbank resident, called in to seek clarification on cost and funding of this project?

Mayor O’Brien Closed the Public Hearing at 6:49 P.M.

There being no further public comments, Mayor O'Brien brought the item back to the City Council.

ACTION: *By motion moved and seconded (Jones Cruz / Uribe 5/0) to adopt **Resolution 2024-067** to adopt the Revised Groundwater Sustainability Plan.*

*Motion carried by unanimous City Council and LRA Board roll call vote:
AYES: Uribe, Hernandez, Barber-Martinez, Jones Cruz, and Mayor O'Brien
NAYS: None / ABSENT: None / ABSTAINED: None*

LRA
Item 10.2 **Review and Adoption of Proposed Fiscal Year 2024-25 Local Redevelopment Authority (LRA) Budget-** It is recommended that the Local Redevelopment Authority (LRA) Board of Directors (Board) review and approve the Proposed Fiscal Year 2024-2025 LRA Budget.

LRA Director Bridgewater gave a comprehensive staff report and Power Point Presentation on the proposed Fiscal Year 2024-25 Local Redevelopment Authority (LRA) Budget).

LRA Board discussed the item with staff.

Chair O'Brien Opened the Public Hearing at 6:56 P.M.

Chair O'Brien Closed the Public Hearing at 6:56 P.M.

There being no public comments, Chair O'Brien brought the item back to the LRA Board.

ACTION: *By motion moved and seconded (Jones Cruz / Barber-Martinez 5/0) to adopt **LRA Resolution 2024-002** to adopt the proposed Fiscal Year 2024-25 Local Redevelopment Authority (LRA) Budget.*

*Motion carried by unanimous City Council and LRA Board roll call vote:
AYES: Uribe, Hernandez, Barber-Martinez, Jones Cruz, and Chair O'Brien
NAYS: None / ABSENT: None / ABSTAINED: None*

Item 10.3 **Fiscal Year 2024-2025 Annual Operating Budget-** It is recommended that the City Council consider adopting a Resolution approving the Fiscal Year 2024-2025 Annual Operating Budget

Assistant City Manager Alcator gave a comprehensive staff report and Power Point Presentation on the Fiscal Year 2024-2025 Annual Operating Budget.

City Council discussed the item with staff.

Mayor O'Brien Opened the Public Hearing at 7:28 P.M.

Evelyn Halbert: Riverbank resident to seek clarification of Public Hearing Item 10.3 second part of the presentation not being on the agenda.

Pete DeMattos: Riverbank business owner in favor of the downtown up lighting project.

City Manager Garcia clarified, with regards to the comment about this not being an agenized item, this discussion is part of our budget discussion, which is why it's being discussed at this point in time. So, it is an agenized item. The city Council has the discretion at any time to be able to have discussions about budget, about projects. And since this was a global discussion about the upcoming fiscal year budget, we are presenting this item to be included in the fiscal year budget. It was also requested by the majority of the City Council at the last meeting to be included in today's discussion. Therefore, it has been agendized.

Mayor O'Brien Closed the Public Hearing at 7:30 P.M.

There being no public comments, Mayor O'Brien brought the item back to the City Council.

ACTION: *By motion moved and seconded (Uribe / Hernandez 5/0) to adopt **Resolution 2024-068** approving the Fiscal Year 2024-2025 Annual Operating Budget with the inclusion of Option 3: 110 up lights and staff to seek grant funding for pole lighting.*

*Motion carried by unanimous City Council and LRA Board roll call vote:
AYES: Uribe, Hernandez, Barber-Martinez, Jones Cruz, and Chair O'Brien
NAYS: None / ABSENT: None / ABSTAINED: None*

11. NEW BUSINESS

Item 11.1 **Resolution Authorizing the Mayor to Execute a Law Enforcement Services Contract from July 2024 - June 2029 with Stanislaus County-**
It is recommended that the City Council authorize Mayor O'Brien to execute a Five-Year agreement with the Stanislaus County Sheriff's Department for Law Enforcement services.

City Manager Garcia gave a comprehensive report and Power Point presentation on the Law Enforcement Contract with Stanislaus County Sherriff's Department for July 2024 to June 2029.

City Council Discussed item with City Staff.

Mayor O'Brien opened public comment at 7:43 P.M.

Mayor O'Brien closed public comment at 7:43 P.M.

There being no further public comment, Mayor O'Brien brought the item back to City Council.

ACTION: *By motion moved and seconded (Uribe / Hernandez 5/0) to adopt **Resolution 2024-069** Authorizing the Mayor to Execute a Law Enforcement Services Contract from July 2024- June 2029 with Stanislaus County.*

*Motion carried by unanimous City Council and LRA Board roll call vote:
AYES: Uribe, Hernandez, Barber-Martinez, Jones Cruz and Mayor O'Brien
NAYS: None / ABSENT: None / ABSTAINED: None*

Item 11.2 **Resolution Approving a Memorandum of Agreement with Stanislaus Equity Partners, Inc. for Permanent Local Housing Allocation Program Funds for The Bridge Covenant Village Development-** It is recommended that the City Council consider a Resolution which would approve a Memorandum of Agreement with Stanislaus Equity Partners, Inc. for \$250,000 in funding from the Permanent Local Housing Allocation Program for the development of The Bridge Covenant Village.

City Manager Garcia gave a comprehensive report and Power Point presentation on the Memorandum of Agreement with Stanislaus Equity Partners, Inc, for Permanent Local Housing Allocation Program Funds for the Bridge Covenant Village Development.

City Council Discussed item with City Staff.

Mayor O'Brien opened public comment at 7:51 P.M.

Mayor O'Brien closed public comment at 7:51P.M.

There being no further public comment, Mayor O'Brien brought the item back to City Council.

ACTION: *By motion moved and seconded (Hernandez / Uribe 5/0) to adopt **Resolution 2024-070** approving a Memorandum of Agreement with Stanislaus Equity Partners, Inc. for Permanent Local Housing Allocation Program Funds for the Bridge Covenant Village Development.*

*Motion carried by unanimous City Council and LRA Board roll call vote:
AYES: Uribe, Hernandez, Barber-Martinez, Jones Cruz and Mayor O'Brien
NAYS: None / ABSENT: None / ABSTAINED: None*

Item 11.3 **Resolution Authorizing the (1) Award of a Contract to Condor Earth for Site Characterization Work Related to the Solar Project at the Waste Water Treatment Plant, (2) Execution of a Change Order with SitelogIQ for Additional Work Related to the Site Characterization, and (3) Appropriation of \$104,000 from the Sewer Capital Improvement Fund**

(108) for the Condor Earth Contract and SitelogIQ Change Order- It is recommended that the City Council consider a resolution which authorizes the: 1) Award of a contract to Condor Earth for Site Characterization related to the solar project at the Waste Water Treatment Plant for \$34,000, and 2) Execution of a Change Order with SitelogIQ for additional work related to the site characterization for \$60,000, and 3) Appropriation \$104,000 from the Sewer Capital Improvement Fund (108) for the contract and change order.

City Manager Garcia gave a comprehensive report and Power Point presentation to award a contract to Condor Earth for Site Characterization Work Related to the Solar Project at the Waste Water Treatment Plant and the Execution of a change order with SitelogIQ for additional work related to the site characterization and appropriation of \$104,000 from the Sewer Capital Improvement Fund (108) for the Condor Earth Contract and SitelogIQ change order.

City Council Discussed item with City Staff.

Mayor O'Brien opened public comment at 7:56 P.M.

Mayor O'Brien closed public comment at 7:56 P.M.

There being no further public comment, Mayor O'Brien brought the item back to City Council.

ACTION: By motion moved and seconded (Uribe / Barber-Martinez 5/0) to adopt **Resolution 2024-071** authorizing 1) Award of a Contract to Condor Earth for Site Characterization Work Related to the Solar Project at the Waste Water Treatment Plant, (2) Execution of a Change Order with SitelogIQ for Additional Work Related to the Site Characterization, and (3) Appropriation of \$104,000 from the Sewer Capital Improvement Fund (108) for the Condor Earth Contract and SitelogIQ Change Order

*Motion carried by unanimous City Council and LRA Board roll call vote:
AYES: Uribe, Hernandez, Barber-Martinez, Jones Cruz and Mayor O'Brien
NAYS: None / ABSENT: None / ABSTAINED: None*

12. COMMENTS/REPORTS

A brief report on notable attendance of a meeting or conference or other notable topics of City business shall be made. The Brown Act does not allow for discussion or action of items by the City Council/LRA Board during this time.

Item 12.1 Staff

City Manager Garcia reported on the following:

- *City offices will be closed tomorrow morning from 8:00-9:30 am so that staff can attend some mandatory training regarding workplace violence. We want to make sure we are in compliance with our state regulations which requires that we hold this training before July 1st so city offices will be closed during that time so everyone can attend.*
- *City offices will also be closed on Thursday 7/4 for the 4th of July holiday. The offices are also closed on Friday 7/5 as part of our normal schedule.*
- *Our 2024 elections are upon us and this year the Mayor, Councilmember District 2 and District 4 seats are up for election. That nomination period will begin on Monday, July 15th and will go through August 9th at 5pm. All candidates, including incumbents who are going to seek reelection should contact the City Clerk and Elections Official for more information, and to make an appointment.*
- *The Riverbank. Tuesday market will begin on July 9th. There's going to be vendors, entertainment and a kid's corner in the plaza. And so that is here in downtown.*
- *Our next movie in the park will be Saturday, July 13th at Jacob Myers Park, where they'll be playing the Guardian. Bring your snacks, chairs, and blankets, and the movie starts at dusk.*
- *As part of the city's update to its housing element, we are required to seek input from the public. The city has developed a survey that has now been posted to the city's website for residents, developers, and interested parties to help identify housing conditions, needs and priorities. A public workshop is being scheduled for Wednesday, July 31st from 6 to 8 pm at the Riverbank Community Center. If you'd like to put that on your calendar. Now, we are going to agendaize and public notice that particular public workshop which will allow both the Planning Commission and all of the City Councilmembers to attend.*

Item 12.2 Council/Authority Member

Councilmember Hernandez reported on the following:

- *Thank you to Christina Avalos for hosting the Mexico Magico event. It was great and it's a really a celebration of the Mexican culture here in the community. So, thank you.*

Councilmember Uribe reported on the following:

- *Took another tour of Cannarise. The owner reached out. They wanted to just kind of share an updated business model kind of their future development. And we do have several DA agreements coming forward to council. I just wanted to take the opportunity to meet with him, and just ask questions about how the business is going.*
- *Attended the cultural event that councilmember Hernandez mentioned. I spoke to the public about the City's continued support about these cultural events, and the appreciation of just holding that event here in Riverbank means a lot to our Hispanic community, and everyone, please have a safe 4th of July.*

Councilmember Barber-Martinez reported on the following:

- *Attended the Public Safety Committee with the League of California Cities. We discussed retail theft, mental health and substance use disorder treatment. Just want to mention that there were 12 retail theft Bills that were sent to the Governor's desk for signature. The district attorney's initiative to reform Prop. 47 was also discussed, and we will be in support of that. The homelessness, drug addiction, and theft reduction act. We voted to support that and this measure would increase penalties for trafficking of hard drugs, including Fentanyl. Increased penalties for those who repeatedly engaged in theft add new laws to address the problem of smash and grabs and organize retail theft and provide diversion programs for repeat offenders. Retail theft has been experienced by every single city, whether it be large, small, or whatever. But I think every city that was on that committee with me we all had the same sentiments that something needs to be done.*
- *Attended briefly the Juneteenth event that was held at our Community Center. I wasn't able to stay, but the beginning of it turned out perfect for me, and I think that it was a good event for people to learn about other cultures learn about your neighbor and just share information.*
- *Remember that safe and sane fireworks sales start Friday of this week.*
- *Our bicycle rodeo, kids' health & safety annual fun fair is on July 10th from 5:30 to 8pm, right out front here. And with the heat, please remember to stay hydrated. Check on your neighbors, especially the elderly. Happy July 4th to everyone. Be safe.*

Vice Mayor Jones Cruz reported on the following:

- *I just wanted to thank the city staff and everyone involved for making this happen tonight. I wanted to be there, I could not. And I really appreciate all the changes, and I know it wasn't always convenient, but it was important. And I really just wanted to voice. Thank you.*
- *I do have a couple of things on my list here. You heard me reference several phone calls that I was calling back folks today and going over with them. And you heard me talk about the parks one, the other one was housing. Housing is a hard one and I'm just going to take a couple of minutes time here, and just say a couple of things that are near and dear to my heart. This whole housing thing is a very complex complicated issue, and there's so many pieces that have to all fall into place. And this is coming only for me personally, and I've been questioned and scrutinized on why I vote like I do. Please continue calling me and asking me I'm happy to go over any of those personally with you, I encourage that process. But voting on housing it's complicated, and it's taken a long time for me to kind of get all the pieces there, I just wanted to kind of just in a nutshell talk about it. You know, there's always 4 or 5 different things going on, and there's 4 or 5 different points of views, and there's some things that have to be done and follow the law. So, when we get up here and vote on items, they've gone through quite a process through planning etc. But I think one thing I'll get to the point here, when we have comments and I appreciate the public interest. Folks that have concerns about the size of our*

City and how we're growing and where we're putting tiny house villages and that process of having special interest groups and folks coming in and speaking at our council meetings are very, very important. Keep up the good work, keep coming to the meetings, keep giving us your opinions. Your opinions are important in this process. It's important that we hear all sides whether we agree and I'm speaking when I say we me that we don't always necessarily have to agree, but we do need to hear all of it and be respectful of everybody's different opinions. This is a process that is not always easy to go through. It's long and involved, and the Mayor will always say its government, and it takes a long time. And then, when things take a long-time price increase. There're all kinds of layers to coming down to just a yes or no vote. And sometimes, when a yes or no vote is cast by myself there are all these other things that are not maybe visible. That have gone on to get there to that vote and I just want to kind of put that out there. River Walk is a very hot topic and I appreciate those folks, and I appreciate their point of view that come in and tell us. But remember, there's always another side of the coin, and we have to really think of those, and I take it as my job to look at both of those sides. Then look at where the city has to stand in and what the city's responsibilities and job is to our constituents. I just wanted to kind of throw that out there, to just remember to always show a little grace and some patience, and make sure to stop for a moment and think and listen to others opposing ways and ideas. One thing you don't hear a whole lot about is the farmer that owns that land. I'm speaking only for myself. I went out and toured it, and it's beautiful. I'm completely torn. 3,800 homes. That's a lot and to see that ag and farmland go away. Yes, I hear all the comments I hear, all of them. but sometimes we don't see some of the things in the background the demands that the State puts on us. The demands that the county puts on us. Those have to be taken into consideration, and I just wanted to personally just speak a little bit about that tonight. And just kind of share something that was on my heart, that those votes that we make for housing, and some things have been you know, planned for months down on the road that's finally now coming to council. Those votes from us, me, they're not done lightly, and they're done with all of those pieces considered and they're all really important pieces. That land. One thing I want to say, is right now, the farming and the investment that they made, this is the other side of it. They can't sustain that farm. Yes, it's beautiful, ag and farmland. But I think in my opinion the writing on the wall is, they can't sustain that. So, being good business people, they are out trying to find an alternative. I'm not saying the alternatives good. I'm not saying that at all. All I'm saying is that there's not just one way of thinking of this. You've got to have an open mind. I have to have an open mind in all of this, and I hope that some of the things that I've been mulling over in the last few weeks and months, and with the opening of our new Costco, and celebrating that and how fabulous was that. What a showcase for Riverbank! But it brings traffic! And with those kinds of projects all those heartaches and all those struggles goes along with it and it's complicated. And there's so many pieces. And I think that we I can do a better job of definitely just keeping an open mind, keeping an open mind to all of the sides that we hear all of the people's opinion, because there's not just one right way and hopefully, hopefully, sometime down the road we can come to a consensus on this housing. The state. If you really want to make a difference. That's where your words and

your votes and you're your time spent is well done, because the State puts demands on us. Sitting up there, me I that we have to take into consideration. If we don't vote and work on these housing projects we lose grant funding. If we lose grant funding, we can't do projects like the crossing for the church, widening bike paths. If you can tell I'm pretty passionate about it spend a lot of time on it. I just want to encourage people to kind of stop, take account spend some time and ponder, and I love what the Reverend says. Remember, our goal here is, we want the city to be the best city ever, and it is, but we want it to continue to be that. And we want it to be like longevity. What we do now makes huge impacts years from now, and we don't even realize it. So those are pretty heavy-duty things for councilmember to think about, and when I'm scrutinized and yelled at for the way I vote there you have it.

- I just want to thank all of you for the job well done for the city, the Rec department. I want to wish all of you very merry 4th of July. Please stay cool out there. Please check on your neighbors, and the four-legged furry friends don't leave them out in this heat. It's really hard on them. With that I'll end.*

Item 12.3 Mayor/Chair

Mayor O'Brien reported on the following:

- At the end of this fiscal year, I wanted to basically say a couple of the things that you said Vice Mayor, but I'll be less eloquent. Marisela, again your staff has performed magnificent this the last fiscal year. Tammy, you did a great job on the budget. Parks did a fantastic job. I wanted to mention the planning commission. I know that they get bombarded like we do if you haven't watched the planning commission, they are bombarded pretty heavily. Why are you only directing certain buildings in a certain district where you should spread it, and you know they take the brunt also. Anybody that forms a committee we are going to get the public coming after them, and I'm sorry that that happens, but that's the way it is. I wish it would be a little bit more respectful. But with the planning commission over the last 12 years they have done some magnificent work which allowed for the development, the economic development that we're doing in the Crossroads West Shopping Center with the Costco is bringing in an increase of 11.8% in sales tax alone. Which is well above our deficit that we created plus, there's going to be other quality economic development there. I know the City of Modesto was asked. Mayor was asked, what do you plan on doing for economic development? And he said, it was before Zwhalen, annex Riverbank, and is true. We are doing things that no other city is doing, and I want to thank the staff for all of their patience. And when you transition the \$36,000 for Office 365 if there's any room for training. I'd like to be trained. I'm having difficulty spelling 365.*
- I want to also comment on the housing as you spoke Vice Mayor. Secretary Yellen today commented on what they have to do from the national perspective to increase the housing not in 10 years, but between now and 2030. 3.5 million unit's, single units between now and 2030, and California's deficit in housing has to increase. Or you're driving people to homelessness. You're driving people out of your area because you don't have enough housing that is competitive instead of*

being gentrification of your housing. I had some others, too. But I think, I went on, I didn't want to top the Vice Mayor.

13. CLOSED SESSION

The public will have a limit of **3 minutes** to comment on Closed Session item(s) as set forth on the agenda prior to the City Council/LRA Board recessing to Closed Session.

Item 13.1 **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
(Pursuant to Government Code §54956.9)
Name of Case: City of Riverbank v. Schneider Electric Buildings
America, Inc.

There being no public comment, Mayor O'Brien moved to Closed Session at 8:15 P.M.

Reconvened from Closed Session at 8:33 P.M.

14. REPORT FOR CLOSED SESSION

Item 14.1 Report from Closed Session **Item 13.1**
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Pursuant to Government Code §54956.9)
Name of Case: City of Riverbank v. Schneider Electric Buildings
America, Inc.

ACTION: *Unanimous Decision by the City Council to authorized the City Manger the authority for an arbitration award of \$630,448.57 to Schneider Electric, Inc.*

15. ADJOURNMENT OF THE REGULAR MEETING

There being no further business, Mayor / Chair O'Brien adjourned the regular meeting at 8:34 P.M. to the next regular scheduled City Council / LRA Meeting of July 23, 2024 at 6:00P.M.

ATTEST: (Adopted 07/23/2024)

APPROVED:

Gabriela Hernandez, CMC
City Clerk / LRA Recorder

Richard D. O'Brien
Mayor/ Chair

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.3

SECTION 9: CONSENT CALENDAR

Meeting Date:	July 23, 2024
Subject:	Acceptance of the Crossroads Elementary School Raised Crosswalks Project and Authorization to File a Notice of Completion
From:	Marisela H. Garcia, City Manager
Submitted by:	Kathleen Cleek, Development Services Administration Manager Laura Graybill, Senior Project Coordinator

RECOMMENDATION:

It is recommended that the City Council accept the completion of the Crossroads Elementary School Raised Crosswalks Project and authorize staff to file a Notice of Completion.

SUMMARY:

RF General Engineering, Inc. has completed the construction of the Crossroads Elementary School Raised Crosswalks Project. William Kull, City Engineer and City staff have completed a final inspection and determined that construction has been completed per the plans and specifications.

The contract was awarded on May 14, 2024 to RF General Engineering, Inc. in the amount of \$126,643.25. There was no contract change orders. The total cost of construction is \$126,643.25.

It is recommended that the Council accept the Crossroads Elementary School Raised Crosswalks Project as complete and authorize the Senior Project Coordinator to record the Notice of Completion.

FISCAL IMPACT:

Costs to be covered by Measure L Funds.

ATTACHMENTS:

1. Notice of Completion
2. Before & After Photos
3. Site Map

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

NAME
STREET
ADDRESS
CITY &
STATECITY OF RIVERBANK
ATTN: DEVELOPMENT SERVICES
6707 THIRD STREET
RIVERBANK, CA 95367SPACE ABOVE THIS LINE
FOR RECORDER'S USE**NOTICE OF COMPLETION****NOTICE IS HEREBY GIVEN THAT:**

1. The undersigned is the owner of the interest or estate stated below in the property hereinafter described.

2. The full name of the undersigned is City of Riverbank

(Print Full Name)

3. The complete address of the undersigned is 6707 Third Street, Riverbank, CA 95367

(Address, City, State, Zip)

4. The nature of the title of the undersigned is:

☒ Owner in Fee, **or**☐ Vendee (Buyer) under Contract of Purchase, **or**☐ Lessee, **or**☐ Other

If "Other," briefly list or describe appropriate designation or title _____

5. The full names and complete addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

Co-owner's Name(s)

Co-owner's Complete Address (Number and Street, City, State, Zip)

N/A

6. The names of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work of improvement herein referred to, include, but are not limited to the following individual(s) (if no transfer was made, insert the word "none"):

Co-owner's Name(s)

Co-owner's Complete Address (Number and Street, City, State, Zip)

N/A7. A work of improvement on the property described below was completed on July 23, 2024

(Date of Completion)

This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The printer does not make any warranty, either expressed or implied, as to the merchantability or fitness for a particular purpose, or as to the legal validity of any provision or the suitability of these forms in any specific transaction.

Cowdery's Form No. 34809 • NOTICE OF COMPLETION (Civil Code Section 3093) • (Revised 12.03) • © Cowdery's 2005



8. The name of the original contractor, if any, for the work of improvement was (if no contractor for the work of improvement as a whole, insert the word "none") RF General Engineering, Inc.

If notice covers completion of contract for only part of the work of improvement, check box and complete:

☐ The kind of work done or finished was construct and furnishing furnishing all labor, materials,
(Give General Description of Work Completed, e.g., Furnishing of Concrete for Sidewalks, etc.)
equipment, transportation, and incidentals necessary to construct all curb, gutter,
raised crosswalks, sidewalk, asphalt paving, striping and traffic control.

9. The property on which the work of improvement was completed is in the City of Riverbank,
County of Stanislaus, State of California, and is described as follows:
Crossroads Elementary School Raised Crosswalks Project
(Set Forth Description of Jobsite Sufficient for Identification, Using Legal Description if Possible)

10. The street address of the said property is Intersection of Saxon Way & Novi Drive and the
(Address, City, State, Zip, or if No Official Street Address, Insert the Word "None")
intersection of Prospectors Pkwy & Suttermill Drive in Riverbank, CA 95367

Dated this 23rd day of July, 2024
(Day) (Month) (Year)

(Owner's Signature)

City of Riverbank
Laura Graybill, Senior Project Coordinator
(Owner's Typed or Printed Name)

VERIFICATION

I the undersigned, say:

I am the person who signed the foregoing notice. I have read and understand the above notice and know its contents, and the facts stated therein are true and correct to the best of my knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed in City of Riverbank, County of Stanislaus, State of California
on this 23rd day of July, 2024
(Day) (Month) (Year)

(Signature of Person Signing Notice of Completion)

City of Riverbank
Laura Graybill, Senior Project Coordinator

This form is the notice of completion that a property owner may record to limit the time in which mechanics' liens may be recorded against a construction project (see CA Civil Code § 3093). For this purpose an "owner" is the person who causes a building, improvement, or structure to be constructed, altered, or repaired, whether the interest or estate is in fee, as a vendee (buyer) under contract or purchase, as lessee, or other interest or estate less than fee. If the interest is held by two or more persons as joint tenants or tenants in common, any one or more of the co-tenants may be deemed to be the owner. (CA Civil Code §§ 3092(g), 3093). **This form is for use with a private work of improvement only, and is not intended for public sector applications.**

If the owner records the notice within the applicable time period, the original contractor has sixty (60) days from the day the notice is recorded to record a claim of lien against

the project (CA Civil Code § 3115); and all other persons who furnished labor, services, equipment, or materials must record their liens within thirty (30) days after the notice of completion is recorded (CA Civil Code § 3116). Otherwise, all persons who furnished labor, services, equipment, or materials have ninety (90) days after completion of the work of improvement in which to record their liens (CA Civil Code §§ 3115, 3116).

The owner must record the notice in the office of the county recorder of the county where the site is located within ten (10) days after the work of improvement is completed (CA Civil Code § 3093(e)). This applies equally to the project which is completed in phases. A notice of completion must be filed within ten (10) days after the completion of each phase of the project to shield owner properly (CA Civil Code § 3117).

Crossroads Elementary School Raised Crosswalks Project Photos

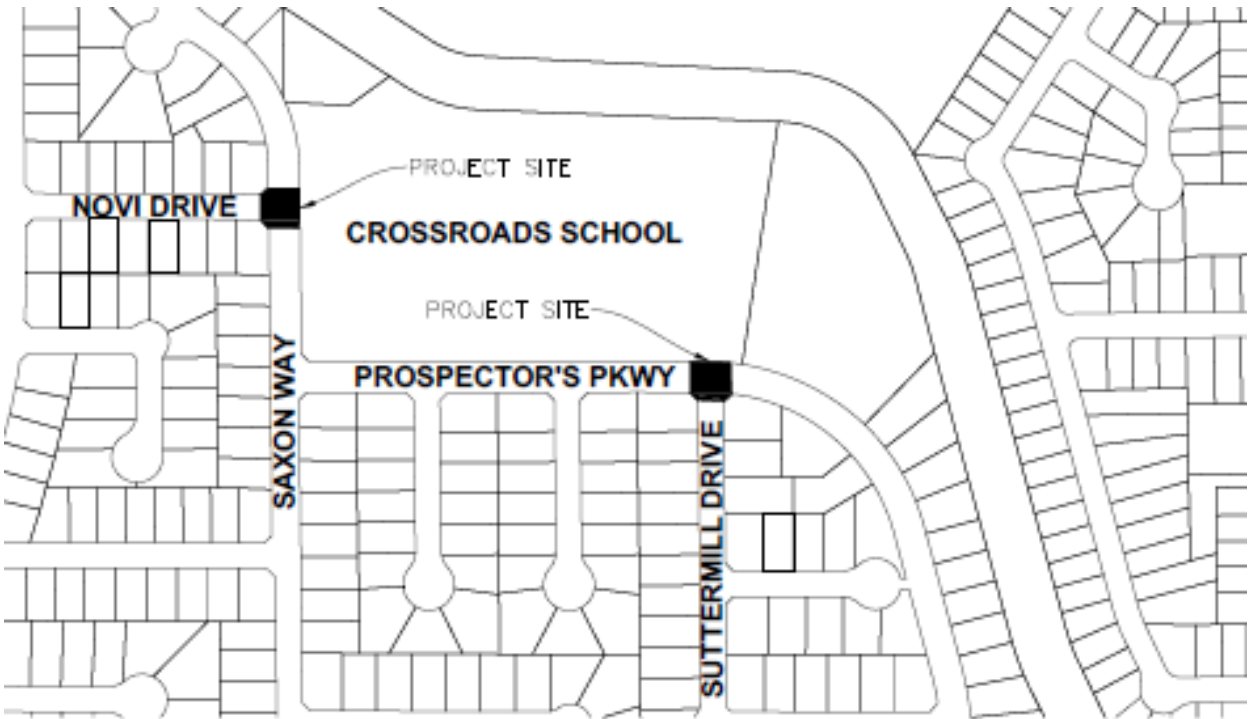
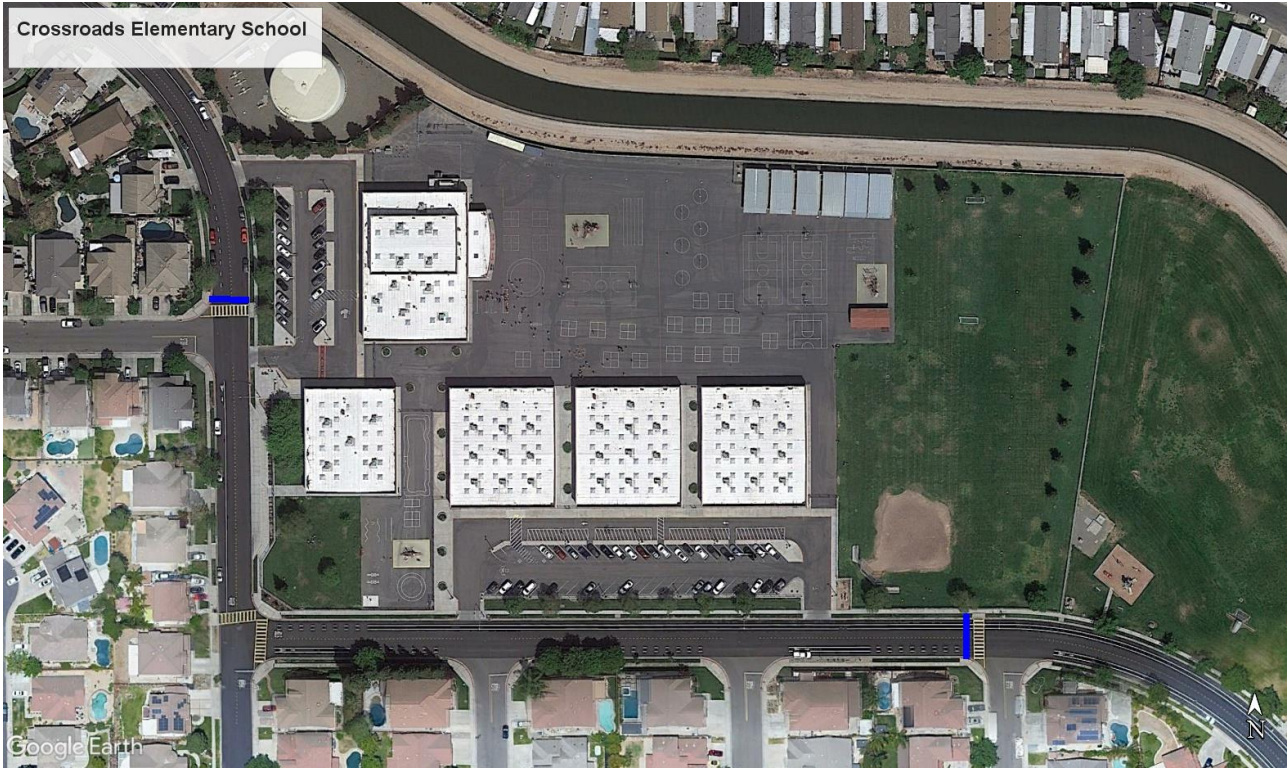
Before, during and after at Saxon Way & Novi Drive



Before and after at Prospectors Pkwy & Suttermill Drive



SITE MAP
CROSSROADS ELEMENTARY RAISED CROSSWALK PROJECT



RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.4

SECTION 9: CONSENT CALENDAR

Meeting Date:	July 23, 2024
Subject:	Authorization for Out of State Travel Request to have Finance Staff Attend the Caselle Training in Provo, UT
From:	Marisela H. Garcia, City Manager
Submitted by:	Tammy Alcantor, Assistant City Manager

RECOMMENDATION

It is recommended that the City Council consider providing authorization for an out-of-state travel request for Beckie Robbins, Assistant Finance Director, to attend Caselle training in Provo, UT August 5th – 9th, 2024.

SUMMARY

Caselle is the City's accounting software that is utilized for financial statements, accounts payable, payroll, utility billing, business license, and miscellaneous accounts receivables. This is a free replacement training for new hires and is intended to allow new users the ability to learn best practices and is a cost-effective way to maximize work performance. The advantage of this complimentary training is its concentrated focus over three days on general ledger applications, payroll systems, utility billing, and cash receipting processes aiding the Assistant Finance Director in effectively overseeing these functions.

BACKGROUND

This training is valuable for members of the finance team, in past years other team members have attended the annual conference, that takes place in October. This will be the first time for this staff member to attend Caselle training.

STRATEGIC PLAN

Participation in this user conference will help support the Strategic Plan goals of:

1. Achieve and Maintain Financial Stability and Sustainability
2. Attract, Develop, and Retain Quality Staff

FINANCIAL IMPACT

The approximate costs are \$1,700 which includes hotel accommodation, airfare, and per diem. With the approved 24-25 Budget there is sufficient funding in account 101-403.000-706-037.

ATTACHMENTS

There are no attachments to this report.

RIVERBANK CITY COUNCIL/ LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.5

SECTION 9: CONSENT CALENDAR

Meeting Date:	July 23, 2024
Subject:	Resolution to Award and Authorize City Manager to Enter into Professional Service Agreement for Construction Management and Inspection Services with NV5, Inc. for the State Highway 108 (Callander Avenue) Reconstruction & Crosswalk Project
From:	Marisela H. Garcia, City Manager
Submitted by:	Kathleen Cleek, Development Services Administration Manager

RECOMMENDATION

It is recommended that the City Council approve the attached Resolution awarding Construction Management and Inspection Services to NV5, Inc. for the State Highway 108 (Callander Avenue) Reconstruction & Crosswalk Project and authorize the City Manager to enter into a contract with NV5, Inc.

STAFF SUMMARY

The City of Riverbank applied for an Encroachment Permit for the Callander Avenue Project. One of the conditions under the permit is for the City to hire an independent, experienced, third-party construction management company to assign a full-time resident engineer to provide the daily inspections and the daily contract administration services with the state representative only providing minor oversight inspections.

On May 20, 2024, the City advertised a Request for Proposal (RFP) for Construction Management and Inspection Services for the State Highway 108 (Callander Avenue) Reconstruction & Crosswalk Project.

On June 24, 2024, the City received one Request for Proposal (RFP) for Construction Management and Inspection Services for the State Highway 108 (Callander Avenue) Reconstruction & Crosswalk Project. The proposal was reviewed and evaluated for understanding of the work to be done, experience with similar kinds of work, quality of staff for work to be done, capability of developing innovative or advanced techniques, familiarity with state and federal procedures, financial responsibility and demonstrated technical ability.

The City found that NV5, Inc. meets all the above criteria and has extensive experience working on projects along State highways.

FINANCIAL IMPACT

The cost for the Construction Management & Inspection Services for NV5 in the amount of \$187,288.20 will be covered by Measure L funds.

ATTACHMENTS

1. Resolution
2. Proposal Construction Management & Inspection Services – NV5, Inc.
3. Professional Design Service Agreement – NV5, Inc.

CITY OF RIVERBANK

RESOLUTION 2024-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, TO AWARD AND AUTHORIZE CITY MANAGER TO ENTER INTO
PROFESSIONAL SERVICE AGREEMENT FOR CONSTRUCTION MANAGEMENT
AND INSPECTION WITH NV5, INC. FOR THE STATE HIGHWAY 108 (CALLANDER
AVENUE) RECONSTRUCTION & CROSSWALK PROJECT**

**THE CITY OF RIVERBANK CITY COUNCIL (HEREAFTER REFERRED TO AS
THE “CITY COUNCIL”) DOES HEREBY RESOLVE THAT:**

WHEREAS, the City of Riverbank applied for an Encroachment Permit for the State Highway 108 (Callander Avenue) Reconstruction & Crosswalk Project; and

WHEREAS, Caltrans conditioned the City to hire an independent, experienced, third-party construction management company to provide a full-time resident engineer to perform the daily inspections and the daily contract administration services; and

WHEREAS, on June 24, 2024, the City received one (1) Request for Proposal (RFP) for Construction Management and Inspection Services for the State Highway 108 (Callander Avenue) Reconstruction & Crosswalk Project; and

WHEREAS, the proposal was reviewed and evaluated for understanding of the work to be done, experience with similar kinds of work, quality of staff, capability of developing innovative or advanced techniques, familiarity with state and federal procedures, financial responsibility and demonstrated technical ability; and

WHEREAS, staff found that NV5, Inc. meets all the above criteria and has extensive experience working on projects along State highways; and

WHEREAS, the City Manager is authorized to enter into Professional Service Agreements for Construction Management and Inspections for the State Highway 108 (Callander Avenue) Reconstruction & Crosswalk Project in the amount of \$187,288.20; and

WHEREAS, the funding for the Construction Management & Inspections contract will be covered by Measure L funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby approves the following:

1. Award Professional Service Agreement for Construction Management and Inspection Services for the State Highway 108 (Callander Avenue) Reconstruction & Crosswalk Project to NV5, Inc.
2. Authorize City Manager to enter into a contract with NV5, Inc. for Construction Management and Inspection Services for the State Highway 108 (Callander Avenue) Reconstruction & Crosswalk Project.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 23rd day of July, 2024; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of _____ :

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Gabriela Hernandez, CMC
City Clerk

Richard D. O'Brien
Mayor

Attachment: Professional Design Service Agreement

PROPOSAL CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
STATE HIGHWAY 108 (CALLANDER AVENUE)
RECONSTRUCTION & CROSSWALK PROJECT

June 24, 2024

Prepared For:

CITY OF RIVERBANK

Development Services Administration

ATTN: Kathleen Creek

6707 Third Street

Riverbank, CA 95367



N|V|5

2525 NATOMAS PARK DRIVE
SUITE 350
SACRAMENTO, CA 95833
PROPOSAL NUMBER: P26524-0004525.00

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NV5'S ELECTRONIC DAILY DIARY19

APPENDIX – RESUMES

APPENDIX – SCOPE

FEE, 10-H1 FORMS, 10-K AND 10-Q ARE INCLUDED IN THE FEE ENVELOPE

INTRODUCTORY LETTER

June 24, 2024

Attn: Kathleen Cleek
City of Riverbank
Development Services Administration Mgr.
6707 Third Street
Riverbanks, CA 95367

Re: Request for Proposal for Construction Management Services for State Highway 108 (Callander Avenue) Reconstruction & Crosswalk Project

Dear Ms. Cleek:

We are privileged to present our proposal to provide full-service construction management and inspection services for the State Route 108 (Callander Avenue) Reconstruction and Crosswalk project. We understand the challenge that lays before you: the construction of public works improvements can be a complex endeavor – one that often requires creative problem solving. To realize our overarching goal of seamless coordination and compliance with contract documents, we will focus on two ingredients essential to project success – effective communication between the City, our team, and project stakeholders, and a thorough understanding of the contract requirements. This approach will provide the framework for meeting the day-to-day challenges that normally arise on any construction project.

The State Highway 108 (Callander Avenue) project will present several challenges, which include:

- Meeting federal funding requirements
- Providing public outreach
- Preserving public safety, convenience, and traffic control
- Maintaining access to properties, and
- Protecting existing right-of way.

NV5 is the most qualified team to help the City manage these issues and deliver the State Route 108 (Callander Avenue) Reconstruction and Crosswalk Project. Here is why:

- **We are exceptionally prepared to engage all parties, both internal and external, that are in a position to influence this Project's success.** Proficient communication and coordination will be essential for successful project management. Our team has the experience and commitment to communicate, coordinate and cooperate to find practical solutions that will benefit the project and its stakeholders. We have worked with Caltrans and the County of Stanislaus on numerous projects. Local residents and businesses adjacent to construction will have concerns with the schedule details, work to be performed, durations of construction tasks, potential detours and closures that would affect their commute. NV5 will serve as THE communication hub for all stakeholders, relieving the City from that concern.
- **No other firm has more knowledge and experience to administer your project to meet Caltrans LAPM Requirements, Quality Assurance and File Management Requirements.** Since this is a project with multiple funding sources, all construction must not only be in accordance with the City's standards and procedures, it will have to meet Caltrans quality assurance and file management

requirements. Federal funding means Caltrans will have an oversight role during construction and project files will be subject to audits by Caltrans personnel. This project also has a portion of improvements along State Route 108 in Caltrans right-of-way. Our proposed team has extensive experience in the administration of projects requiring Caltrans oversight and Caltrans LAPM requirements.

- **We have assembled a highly qualified, reliable team to work in partnership with the City.** Our team is comprised of the same staff that successfully delivered multiple projects within Stanislaus County. In addition to our key staff, we have added extra support resources so you may remain confident that the NV5 Team has the horsepower and assets necessary to deliver your project.

Brad Riel, PE - Resident Engineer. Brad will be available throughout the project assuring all aspects of our scope of services meet or exceed the expectations of the City. He will provide periodic project input and guidance and will function as a part time Resident Engineer to offer direction and help with his valuable experience to deliver another successful project. Brad has directly managed more than \$800 million of transportation construction projects with multiple funding sources for various agencies.

Tony Hosak- Civil Inspector. Tony will serve as the full time inspector. Tony has over 30 years of experience constructing and inspecting roads and highways, and heavy civil and structure construction projects. He began his career as a Superintendent for various contractors in California, and for more than 10 years, he served as Assistant Resident Engineer for the Offices of Structure Construction in Caltrans Districts 4, 6 and 10. Not only is Tony familiar with standards and requirements of Stanislaus County and Caltrans, he lives nearby in Waterford.

We have reviewed the terms and conditions in the “Sample Consultant and Professional Services Agreement” contained in Attachment F of the RFP. I acknowledge that we accept the terms and conditions contained therein.

NV5 is dedicated to providing the City with the qualified and experienced staff necessary to successfully complete your project safely, efficiently, and cost effectively. We will bring our well-known “personal service” to the City – a proven willingness to exceed project needs and expectations, flexibility to rapidly deploy expert staff, and effective response to changing project demands – from project startup through closeout. Please feel free to contact me if you have any questions regarding our proposal, our team, or our work plan.

My contact information is shown in the box to the right. Thank you for the opportunity to present our proposal.

Sincerely,
NV5, Inc.



Brad Riel, PE
Vice President, Civil Program Management

Contact Information

Brad Riel, PE, Vice President
NV5, Inc.
2525 Natomas Park Drive, Suite 350
Sacramento, CA 95833
Phone: 916.549.9546
Email: Brad.Riel@nv5.com

PROJECT INFORMATION

INTRODUCTION AND BACKGROUND

The City of Riverbank is seeking a Consultant to provide construction management, inspection, and construction contract administration services to augment existing City construction staff as necessary for the State Route 108 (Callander Avenue) Project, a Federal and locally funded project.

The selected consultant will be required to supplement the current Division staff with the following staff members; Resident Engineer and Construction Inspector. The Division expects the consultant staffing to have extensive experience managing/inspecting local agency type projects.

The project consists of reconstruction of State Highway 108 (Callander Avenue) from just north of Topeka Street to just south of Santa Fe Street between Post Mile 31.992 and Post Mile 32.096 in the City of Riverbank, Stanislaus County. Work includes curb & gutter, minor highway widening, landscaping, bioretention basin, bike path, sidewalk, and new median island with rapid flashing beacons.

The State Highway 108 (Callander Avenue) Project is funded with Federal CMAQ and STP funds along with Local Measure L and SB-I .

NV5 has assembled our team to meet the project goals and successfully deliver this project for the City of Ripon. Our team is characterized by:

KNOWLEDGE OF UTILITY COMPANIES AND STAKEHOLDERS



NV5 has been working continually with the local representatives for AT&T, PG&E, MID and Vast Networks for the past 10 years in Stanislaus County.

KNOWLEDGE OF CALTRANS REQUIREMENTS



NV5 has been Caltrans District 10's construction management prime consultant for 16 straight years since 2006.

LONGSTANDING HISTORY OF WORKING TOGETHER



Our proposed team has successful worked together on numerous projects over the past five years..

NV5 has a full understanding of the state standards, manuals, department processes, policies, and procedures. They are good representatives and stewards of the state.

NV5's work ethic ensures that QC/QA is provided, and that the workmanship is within compliance with all requirements.

They make good engineering decisions, are very conscientious for what they are dealing with and are willing to listen to suggestions in order to achieve a reasonable solution.

STEVE SAKATA | CALTRANS

NV5 TEAM QUALIFICATIONS

NV5, Inc. (NV5) is a provider of engineering and consulting services to public and private sectors, offering solutions through five business verticals: Infrastructure, Construction Quality Assurance, Environmental, Program Management, and Energy. With offices located throughout the United States and the resources for worldwide delivery, NV5 helps clients develop, construct, and operate a wide variety of projects.

Our offices are our link to the communities we serve. NV5 plans, designs, builds, tests, and certifies the infrastructure that connects our communities. We take pride in helping our clients build cost-effective, sustainable projects that serve the needs of the communities where we live and work.

In the District 10 region, NV5 has played major roles in the shaping of the highway transportation system, providing local agencies with turnkey services for bridge replacements, retrofits, and widening; interchange improvements, highway widenings; new alignments, and rehabilitation; roadway surfacing; drainage basins; and landscaping projects with more than \$1 billion in construction value.

We have more than 130 construction management staff dedicated to the Northern California region from the Central Valley to the Nevada border. NV5 has assembled our team to address the specific challenges presented by the Hills Ferry Road Bridge project. Our team is distinguished by:

- ✓ 23 years of Construction Management experience in Stanislaus County
- ✓ 35 years of experience managing roadway improvements in City, County and Caltrans right of way
- ✓ Proficiency in delivering federally funded projects using Caltrans LAPM project documentation

NV5 TEAM'S LOCAL EXPERIENCE

NV5 has been providing construction management services to Stanislaus County, surrounding cities and agencies in the since 2001. We have delivered full-service turnkey construction management and inspection for large, complex projects such as the \$18 million Hickman Road Bridge Replacement project and small rehabilitation projects such as the Claribel and Roselle Avenue Intersection Improvements. Additionally, through on-call contracts, we have overseen construction of bridge, roadway, storm drain, and signalization projects.

Members of our team are currently and have previously worked together on many projects in the County and throughout Northern California. The following is a list of projects NV5 has completed and/or are currently working on within Stanislaus County:

- Hickman Road Bridge over the Tuolumne River
- McHenry Avenue Widening
- Claribel Road and Roselle Avenue pavement Rehabilitation
- Bentley Road and Warnerville Road Reconstruction
- SR 99/Pelandale Avenue Interchange
- SR 99/219 Kiernan Avenue Interchange
- Empire Improvement, Phase 1A
- Carpenter Road Traffic Signals
- Anderson Road Bridge at Orestimba Creek
- SR 132 (Yosemite Avenue) Widening

DELIVERING FEDERALLY FUNDED PROJECTS

NV5 specializes in providing services for projects constructed with federal funding. NV5 boasts a perfect record of consistently delivering outstanding services for projects funded at the local, state, and federal levels. This notably includes achievements in managing projects under funding initiatives such as Measure L, SB1, STIP, and grants from the US Department of Transportation.

What sets us apart is our unwavering commitment to excellence in construction management. Our policies and procedures not only meet but surpass the stringent standards set by the Federal Highway Administration and Caltrans. We don't just comply; we excel, ensuring your projects are not only completed successfully but also with the utmost quality and precision. **This is proven by the fact that we have passed 100% of all state and federal audits on our projects.**

Brad is a former Caltrans Structures Construction Engineer and has effectively managed multiple federally funded projects. Additionally, NV5 has held the on-call construction management prime contracts with Caltrans Districts 6 or 10 continuously since 2006 and are currently the prime consultant for Districts 7 and 9. We also provide similar services for other districts on a subconsultant basis.

Through our substantive experience working with Caltrans and local agencies, NV5 brings in-depth knowledge of and proficiency in utilizing the agency's processes, standards, and specifications. Our broad range of experience with roadway and bridge improvement projects enables our staff to effectively manage construction operations to ensure all services are performed in accordance with project plans and specifications and regulatory agency requirements.

SUBCONSULTANTS

All of our subconsultants are accountable, professional, and trustworthy. They all provide vital components to help achieve the project objectives and scope and have assisted NV5 with successful project delivery on numerous occasions. Not only has our proposed staff worked together on multiple projects, our subconsultants were chosen because of our successful past work relationships.



TULLY CONSULTING GROUP | SWPPP OVERSIGHT

DBE

Established in 2005, Tully Consulting Group (Tully), has provided civil engineering and stormwater management services for a range of public and private clients. Tully specializes in stormwater inspection, Stormwater Pollution Prevention Plan (SWPPP) preparation, and stormwater compliance permitting. Services including stormwater and water quality monitoring, providing QSP inspection, writing Environmental Protection Plans and assisting with Water Quality Control Board communication. Tully's in-depth portfolio includes projects involving sensitive environmental conditions and protected waterways, complying with USACE 404 and 14 Nationwide permits, Regional Water Quality Control Board 401 and other Waste Discharge Orders, U.S. Fish and Wildlife Service oversight, Caltrans Encroachment Permits, California Department of Fish and Wildlife Streambed Alteration Agreements, and local flood control agency agreements.



BSK ASSOCIATES | MATERIALS TESTING

BSK was founded in 1966 in Fresno and has been providing on-call services to the Stanislaus County Public Works Department since 2017, including materials testing support for roadway and bridge infrastructure projects. They are a 100 percent employee-owned California S corporation that provides construction observation, materials testing, special inspection and source inspection; geotechnical engineering; environmental engineering and consulting; and analytical chemistry laboratory services. With nearly 200 employees firm-wide and a Livermore/Tracy staff of 30, BSK will provide the same reliable materials testing services for this contract as they continue to deliver under their on-call services contract to Stanislaus County.

RELEVANT EXPERIENCE

HICKMAN ROAD BRIDGE REPLACEMENT OVER THE TUOLUMNE RIVER | WATERFORD, CA

REFERENCE

Stanislaus County
1716 Morgan Road
Modesto, CA 95358
Chris Brady, former Deputy Director
P 209.231.2233
cbrady@cpbradyconsulting.com

PROJECT INFORMATION

PROJECT COST: \$18M

COMPLETION DATE: 12/2022

PROPOSED STAFF

- ✓ Brad Riel, PE – PM/RE
- ✓ Tony Hosak - Inspector
- ✓ Jennifer Williams – Office Engineer

NV5 provided full construction management services for this \$18M project, which replaced the existing 652-foot bridge over the Tuolumne River and realigned 1,000 feet of roadway. The new bridge was constructed immediately upstream of the existing structure while the existing road and bridge was open to public traffic during construction. The new road alignment transitions and connects back to the existing Hickman Road alignment and ties into a revised signalized intersection at SR 132 (Yosemite Avenue). The existing bridge was demolished when construction on the new bridge was completed.

The existing bridge carried a 6" PG&E gas line bank of AT&T telecommunication lines that had to be relocated during construction. Additionally, the contractor installed 1,711 feet of 16-inch City of Waterford waterline through the new bridge. A new irrigation system and landscaping were installed at the adjacent River Park, and in the Tuolumne River watershed area.

All the utilities had to be installed after the stems and soffit concrete was placed and before the bridge deck was formed. This required proactive communication and close coordination with the utility companies and the City of Waterford to complete the work and ensure the contractor's progress was not impacted.

The project received the 2023 Local Streets and Roads "Project of the Year" Award from the League of California Cities, County Engineers Association of California, and California State Association of Counties.

CHALLENGES AND SOLUTIONS

This project included multiple commercial and residential driveways that had to be maintained and reconstructed during the project's construction. NV5's team personally met with virtually all of the property owners, made appropriate adjustments, and ensured the contractor provided continual access, therefore minimizing the inconvenience to the businesses and residents.



RELEVANT EXPERIENCE

REFERENCE

Stanislaus County
1716 Morgan Road
Modesto, CA 95358
Chris Brady, former Deputy Director
P 209.231.2233
cbrady@cpbradyconsulting.com

PROJECT INFORMATION

PROJECT COST: \$10.3M

COMPLETION DATE: 11/2023

PROPOSED STAFF

- ✓ Brad Riel, PE – PM/RE
- ✓ Tony Hosak - Inspector
- ✓ Jennifer Williams – Office Engineer

MCHENRY AVENUE WIDENING | MODESTO, CA

NV5 provided full-service construction management services for the McHenry Avenue widening project.

This project improved the corridor to accommodate north/south interregional traffic between the cities of Modesto and Escalon and to State Highway 108 (McHenry Avenue/ Patterson Road). McHenry consisted of one lane in each direction with four- foot shoulders. The improvements included two 12-foot lanes in each direction, 14- foot wide median, eight-foot shoulders/bike lanes, and curb gutter, and sidewalk. Existing drainage ditches and percolation drains were replaced with a 36" piped gravity system and drainage inlets that ultimately drain to a new basin constructed west of McHenry Avenue near Hogue Road. The project also included installing new 36" irrigations lines and valve gates for Modesto Irrigation District. The reconstructed roadway consists of three primary section improvements,

including micro surfacing, full depth reclamation (FDR), cement-treated base, hot mix asphalt, and rubberized hot mix asphalt. The project also replaced a 348.5-foot-long slab bridge with 186- foot long multiplate arch culvert. The existing bridge spans dry slough and a flood plain adjacent to the Stanislaus River

CHALLENGES AND SOLUTIONS

The planned project staging did not include provisions to reconstruct the McHenry Avenue/Stewart Road Intersection while maintaining traffic through the intersection. NV5 developed a new staging plan that detoured the for the Del Rio Community to McHenry Avenue via Ladd Road. This plan was submitted to and approved by Stanislaus County. As a result, **continual access to Del Rio was maintained while eliminating costly sub-phasing of the work.**



RELEVANT EXPERIENCE

FULKERTH AVENUE INTERCHANGE IMPROVEMENTS | TURLOCK, CA

REFERENCE

City of Turlock
Stephen Fremming
Department of Public Works
156 S. Broadway, Ste 150
Turlock CA 95380
P 209.668.5419
SFremming@turlock.ca.us

PROJECT INFORMATION

PROJECT COST: \$12.3M

COMPLETION DATE: 08/2020

PROPOSED STAFF

- ✓ Brad Riel, PE – PM/RE
- ✓ Tony Hosak - Inspector
- ✓ Jennifer Williams – Office Engineer

NV5 provided full turn-key construction managements services for this \$12 million project located at Fulkerth Road and SR99.

This project improved the flow of traffic in the City by adding capacity to the existing interchange and on and off ramps as well as realigning the southbound ramp and lowering the northbound ramp by six feet to increase its efficiency. Two signalized intersections were constructed and Fulkerth Road was improved with pavement rehabilitation and overlay, new curb, gutter, and sidewalks, and signal interconnects. Three new retaining walls were constructed, including two ground anchor walls in front of the existing overcrossing abutments and a 1,318-foot-long Type 1 wall that supports the new northbound on ramp. Additionally, two drainage basins were constructed west of SR 99. A 36-inch Turlock Irrigation District line was relocated.

CHALLENGES AND SOLUTIONS

While the project bid opening occurred on August 29, 2018, construction was delayed due to funding approval and an active Swainson's Hawk nest until

May 20, 2019. The first item of work was to re-route the existing Turlock Irrigation District (TID) pipeline to the outer limits of the embankment fill section for the new ramp alignment. The TID work window in the Special Provisions limited work on the irrigation lines from November 1st through February 28th. The start of construction was pushed outside the TID work window. Without constructing the TID improvements, Stage 1 could not be started until the next TID work window in November, pushing the entire schedule out 6 months. Our NV5 team was able to coordinate several meetings during the delay period with TID, City of Turlock and the local farmers receiving water from the existing irrigation pipeline. We created a work plan outside the TID work window that accommodated all parties needs and allowed the project to start Stage 1 as soon as the Notice to Proceed was issued and kept the project on track to complete Stage 1.



PROJECT INFORMATION OWNER REFERENCE		PROJECT DETAILS	RELEVANT PROJECT FEATURES
BENTLEY AND WARNERVILLE ROAD RECONSTRUCTION PROJECTS Modesto, CA STANISLAUS COUNTY PROJECT COST \$3.5M PROJECT COMPLETION DATE February 2019		NV5 provided assistant resident engineering and construction inspection services for these \$3.5 million projects to reconstruct Bentley Road to Milnes Road and Warnerville Road from Tim Bell Road to Crabtree Road. Reconstruction utilized a Full Depth Reclamation (FDR) process, which mixes, treats and compacts the existing material in place. FDR is a best practice for recycling existing materials and using them in place. Bentley Road was treated with cement and capped with asphalt concrete pavement. Warnerville Road was treated with a Lithtec agent with a double chip seal as a riding surface. At the time construction began in October 2018, this is the first California project to utilize this product.	• Full Depth Reclamation Process (FDR) • Roadway reconstruction • Widening • Pavement overlay • Striping Layout • Street Lighting • Traffic Signs and Signals • Utilities Coordination
GEER ROAD INTERSECTION IMPROVEMENT PROJECTS Modesto, CA STANISLAUS COUNTY PROJECT COST \$3.6M PROJECT COMPLETION DATE February 2019		NV5 is provided staff augmentation/construction inspection services for these intersection improvements projects, which involved improvements to Geer Road/Santa Fe Avenue and Geer Road/Whitmore Avenue Intersections. The projects included widening and reconstructing several thousand feet of roadway, including the addition of turn lanes, constructing new traffic signals at each intersection, upgrading BNSF Railway facilities across Geer Road, installing new traffic signs, striping and street lighting. The approximately 5,300 linear feet of roadway is constructed using FDR-C method.	• Full Depth Reclamation Process (FDR) • Roadway reconstruction • Widening • Pavement overlay • ADA Compliance • Striping Layout • Street Lighting • Traffic Signs and Signals • Utilities Coordination
CLARIBEL ROAD & ROSELLE AVENUE INTERSECTION PROJECT Modesto, CA STANISLAUS COUNTY PROJECT COST \$2.4M PROJECT COMPLETION DATE October 2019		NV5 provided assistant resident engineering and construction inspection services for this roadway reconstruction and intersection improvements project. The project widened nearly one mile of road from one lane to two lanes, plus turn pockets at the intersection. The existing four-way stop sign was replaced with a new eight-phase traffic signal. In addition, NV5 coordinated the relocation of multiple underground and overhead utilities while keeping the project on schedule. The project was built in three stages to accommodate traffic while maintaining continuous access to 14 residential and church driveways during construction. During construction, NV5 maintained a public outreach campaign to keep the City of Riverbank residents and businesses well-informed of upcoming project milestones, traffic switches and construction activities.	• Roadway reconstruction/ • Widening • Pavement Rehabilitation/ repair • ADA Compliance • Traffic Signs and Signals • Utility realignments and coordination
KIERNAN AVENUE INTERCHANGE (SR99/SR219) Modesto, CA STANISLAUS COUNTY PROJECT COST \$27M PROJECT COMPLETION DATE October 2019		NV5 provided construction management services for this \$27 million project roadway widening and interchange reconstruction project. The project included the replacement of the existing bridge over SR99, reconstruction of freeway ramps, widening of SR 219 (Kiernan Ave), and construction of a new storm water pumping plant. The new 200-foot 2 span bridge consists of 16 pre-cast wide flange concrete girders supported on 130 small diameter cast-in-drilled-hole (CIDH) piles. The project was constructed to Stanislaus County Standards with Caltrans oversight.	• Roadway reconstruction • Roadway Widening/Realignment • Traffic Handling Plan • Utility Relocations • Regulatory Permit Compliance
		Our services included constructability review; construction management, construction inspection, quality assurance, materials testing, contract administration, public outreach, schedule management and SWPPP permit oversight.	
		NV5 oversaw the construction of 130 small diameter (24 and 30-inch) “wet-hole method” CIDH piles that resulted in only one major anomaly. This is remarkable considering the challenging conditions of high groundwater, sandy soils prone to collapse, tight spacing between new piles, proximity to existing piles and restricted work zones. The NV5 team, led by Brad Riel (Structures Representative), employed a proactive approach to planning and inspecting this work. Prior to each of the three stages of CIDH construction, we held coordination meetings with the Contractor and Caltrans and required the Contractor to submit detailed work plans. During construction, we provided experienced inspectors to help ensure that contractor means and methods would result in complaint piles. After construction, we provided experienced gamma-gamma specialists to test, interpret results and assist in the evaluation of proposed repair methods.	

PROJECT INFORMATION OWNER REFERENCE		PROJECT DETAILS	RELEVANT PROJECT FEATURES
	2018 ROSEVILLE RSTP ARTERIAL RESURFACING PROJECT Roseville, CA	NV5, is the prime consultant providing full-service construction management services for the 2018 RSTP Arterial Resurfacing Project. This \$7M project consists of mill and fills, overlays, placement of Hot Mix asphalt (HMA), dig outs, the application of micro surfacing, striping, ADA upgrades and traffic signal modifications on various arterial and collector roadways throughout the City of Roseville.	• Roadway Improvements • HMA paving • Micro surfacing • Mills & Fills, overlay • Striping • ADA Upgrades • Traffic Signal Modifications
	CITY OF ROSEVILLE		
	PROJECT COST \$7M PROJECT COMPLETION DATE 6/2023		
	REED AVENUE IMPROVEMENTS, PHASE II Reedley, CA	NV5 provided Resident Engineer, Construction Inspection, Office Engineer, Labor Compliance, and Surveying services on these combined \$6.5 million projects that included roadway reconstruction, ADA ramp and other pedestrian improvements, underground utility relocations, and new street lighting between Manning and South Avenues. The project utilized the Full Depth Reclamation with Cement process to rehabilitate the roadway. This project occurred on one of the main arterials through the City of Reedley while the roadway remained open during construction. NV5 reviewed traffic handling plans and oversaw daily traffic handling operations throughout the project. Pedestrian and motorist safety enhancement included solar powered flashing eacons and vehicle detection systems at the signalized intersections. NV5 coordinated with Pacific Gas and Electric (PG&E), Frontier Telephone and Comcast to relocate and protect third party utilities	• Full Depth Reclamation Process (FDR) • Roadway reconstruction/rehabilitation/realignment • Widening • ADA Compliance • Pedestrian Improvements • Traffic Signs and Signals • Utilities Coordination
	CITY OF REEDLEY		
	PROJECT COST \$6.5M PROJECT COMPLETION DATE January 2019		
	ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES Central California	NV5 has been providing professional and technical services required for Roadway Construction Services, on an “as-needed” basis to support Caltrans, Division of Construction, Districts 6, 9 and 10, in the construction of proposed Caltrans transportation facilities. These series of contracts with over 100 projects covers a span of over fifteen years, construction costs well over \$600M, and at times as many as fifty staff in the field. Projects completed include: • The \$152M widening of SR 99 from Manteca to Stockton. This project widens 11 miles of freeway from four to six lanes including two interchanges. • The \$68M widening of SR 99 in San Joaquin County. The projects widens the freeway from four to six lanes using concrete pavement. • The \$111M realignment of SR 99 in Fresno. The new freeway was constructed using concrete pavement and modified four interchanges. Unique to this project was the Caltrans use of fully electronic daily diaries and plan grid system. • The \$140M extension of SR 4 in Stockton. This new freeway included concrete paving mainline, an interchange, and a grade separation. • The \$21M widening of SR 99 from six to eight lanes • The \$47M widening of SR 46 from two to four lanes • The \$28M replacement of PCC panels in I-5 • The \$11M reconstruction of the outside lane on I-5 • The \$80M reconstruction of SR 99 *Projects completed in the last five years.	• Roadway reconstruction/rehabilitation/realignment • Widening • ADA Compliance • Pedestrian Improvements • Traffic Signs and Signals • Utilities Coordination
	CALTRANS DISTRICT 9 & 10		
	PROJECT COST \$500M+ PROJECT COMPLETION DATE Ongoing		

PROJECT INFORMATION OWNER REFERENCE		PROJECT DETAILS	RELEVANT PROJECT FEATURES
	GRANT LINE ROAD WIDENING Elk Grove, CA	NV5 provided construction management services, including Resident Engineer, Structure Representative, and inspections for this project which included widening 4,750 feet of Grant Line Road to four lanes between East Stockton Boulevard/ Survey Road and Mosher Road. A 256-foot long cast-in place, post-tensioned box girder bridge was constructed over the UPRR tracks. Many of the existing utilities needed be relocated during construction, including SMUD and Comcast overhead lines, Frontier phone lines, Kinder Morgan gas lines, and Sacramento County Water Agency (SCWA) waterlines.	• Roadway Reconstruction/ Maintenance • Widening • Utility Relocations/ Coordination • Traffic Signal Improvements • SWPPP Compliance Monitoring/ Inspections
	CITY OF ELK GROVE PROJECT COST \$11M PROJECT COMPLETION DATE 2016		
	WEST COUNTRY CLUB RECONSTRUCTION PHASE 8 Stockton, CA	NV5 provided full service construction management services to the County of Merced for the Campus Parkway Segment 3 project. The \$46 million project extended the four-lane divided expressway 2.5 miles from SR 140 to Yosemite Ave. This segment included the construction of six structures, including cast-in-place bridges over Bear Creek and Black Rascal Creek, as well as a prefabricated steel truss bridge. The 500-foot-long bridges over Bear Creek include 144” diameter CIDH piles constructed using the “wet-hole” method, and were subject to CDFW 1602, RWQCB 401, and CVFPB permitting restrictions. SCHEDULE MANAGEMENT AND ENVIRONMENTAL PERMIT COMPLIANCE At the beginning of Segment 3, the contractor’s initial construction schedule did not show either of the two bridges over Bear Creek being constructed in the first Central Valley Flood Protection Board (CVFPB) construction season window. The contractor noted incomplete PG&E utility relocations near South Bear Creek Drive prevented them from starting on the CIDH pile foundations on the south side of Bear Creek and the embankment fill earthwork for Abutment 1, pushing the bridge construction to the second construction season. The schedule as submitted would have extended construction to the project funding expiration deadline, jeopardizing the County’s funding source. NV5 coordinated with PG&E to get the overhead line in conflict with the CIDH piles relocated three months ahead of schedule. Kramer also developed a workaround with the contractor for the earthwork for Abutment 1, allowing the fill to be placed and the specified settlement period to begin prior to completing the relocation of those PG&E facilities. This allowed the Bear Creek Left bridge to be constructed in the first construction season and maintained the original planned project completion date. In addition, NV5 coordinated with the CVFPB to obtain permission to leave the falsework rock pads along the creek slopes in place during the flood season. This eliminated the need for the contractor to remove and rebuild the falsework pads the following season, resulting in a cost and time credit to the County.	• Bridge over Waterway • Large Diameter CIDH Piles • Rock Slope Protection • Roadway Construction • Regulatory Permit Compliance • Traffic Control & Detours • Pavement Delineation & Signage
	SAN JOAQUIN COUNTY PROJECT COST UNKNOWN PROJECT COMPLETION DATE 2018		

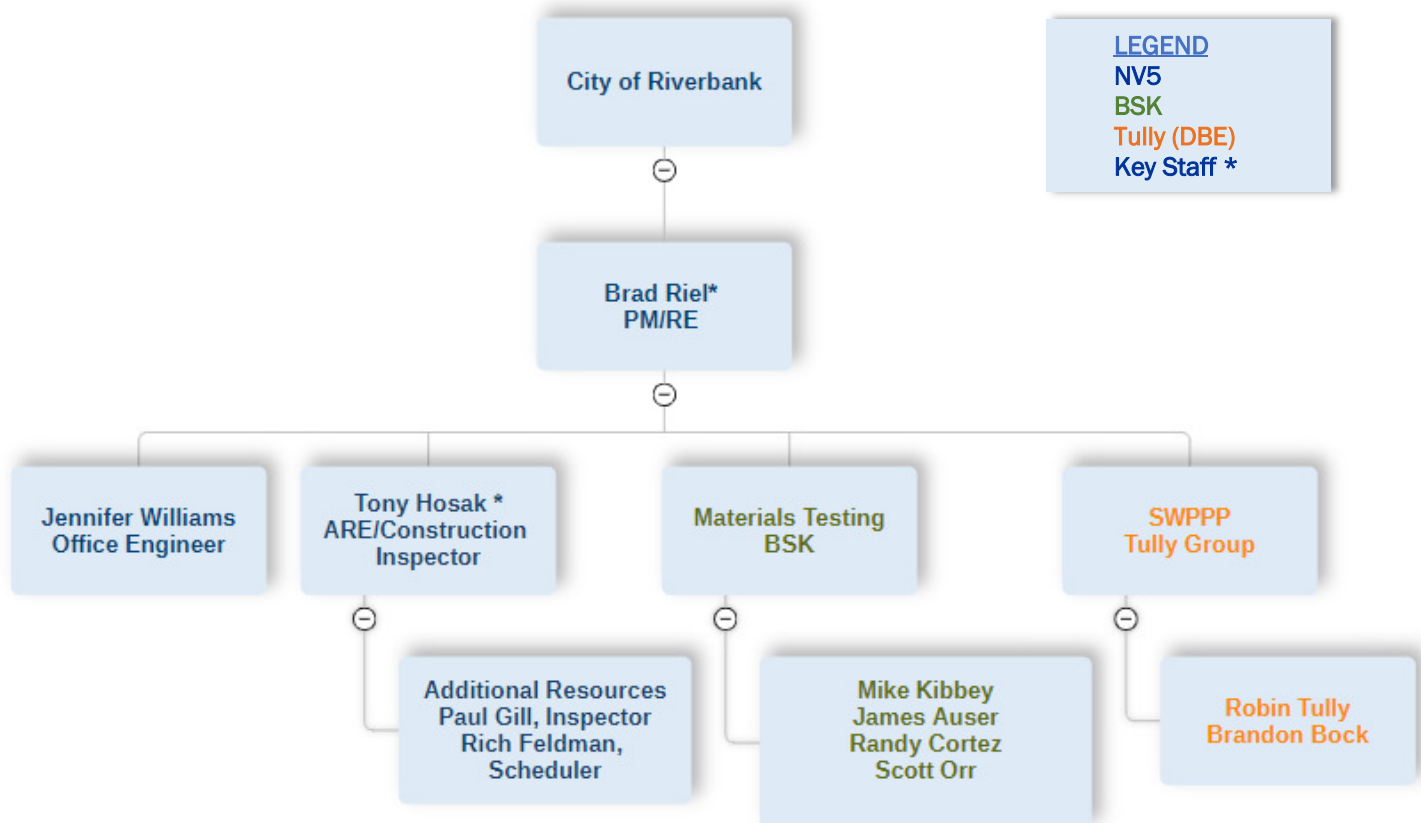
ORGANIZATIONAL CHART

NV5'S TEAM

The Callander Avenue Reconstruction and Crosswalk project presents very specific challenges associated with constructing a new median crosswalk, widening the existing roadway and adding new curb gutter sidewalk as well as a new bike path. State Route 108 (Callander Avenue) is very busy and fronts up to businesses, a church and residential homes. Your construction management firm must be experienced providing safe and effective traffic handling, experience looking ahead at potential utility coordination and be familiar with requirements of funding funded project administration. And they must know Caltrans requirements and documentation inside and out.

The NV5 team has been specifically assembled to handle these challenges. We are made up of former Caltrans Resident Engineers and inspectors and a strong group of professionals that can resolve challenges before they become prolonged issues. We maintain a steadfast commitment to ensuring contractors fulfill their contractual obligations.

ORGANIZATIONAL CHART



QUALIFICATIONS OF KEY PERSONNEL

Information provided below is a brief description of our proposed staffs' qualifications and experience. Additional information can be found on their resumes in the Appendix.

KEY PERSONNEL	KEY PERSONNEL BIO	RELEVANT PROJECTS
BRAD RIEL, PE Principal-in-Charge YEARS OF EXPERIENCE: 38 years YEARS WITH NV5: 27 years BS Civil Engineering - University of California, Berkeley Professional Civil Engineer, CA #C46810	• Over 35 years of experience on roadway improvements constructed to federal, State, and local standards • Former Caltrans Resident Engineer & Structure Representative • Extensive experience within Stanislaus County. Served as Project Manager or Resident Engineer on seven projects for roads, bridges and highways • Recently completed improvements to the SR 99/ Fulkerth Interchange for the City of Turlock	• McHenry Avenue Widening • Fulkerth Avenue/SR99 Interchange • HSIP Safety Improvements Project • Geer Road Intersection Improvements • Bentley and Warnerville Road Reconstruction Project • Intersection Improvements at Claribel Road and Roselle Avenue
TONY HOSAK Assistant Resident Engineer, Construction Inspector YEARS OF EXPERIENCE: 30 years YEARS WITH NV5: 5 years Caltrans Certified Test Methods: 504, 518, 533, 539, 540, 541, 547, and 557 ACI Concrete Field Testing Technician – Grade 1 40 Hour Hazardous Waste Operations and Emergency Response (HAZWOPR)	• Over 30 years of roadway inspection experience on local agency and Caltrans standards. • Experienced inspector for roadway widenings, subgrades and paving; curbs, gutters and storm drains; traffic signals and signage; intersections • Former construction superintendent on Caltrans highway and structure projects	• McHenry Avenue Widening • Campus Parkway Segments 2 and 3 • Various roadway construction, reconstruction and rehabilitation projects in Contra Costa County

HISTORY OF WORKING TOGETHER

When managing projects, team members' prior collaborative experience is vital. This shared history yields a number of advantages, such as efficiency and cohesion, streamlined communication, enhanced problem-solving, increased accountability, and reduced risk.

The key team members at NV5 boast over 50 years of collective experience in effectively managing projects within the company. Our constant collaboration has been pivotal in the successful completion of numerous high-profile projects. Additionally, we have established strong partnerships with our subconsultants. Over the last 10 years, multiple team members have worked together on the following projects in the Central Valley.

- Hickman Road Bridge over Tuolumne River
- McHenry Avenue Widening
- SR 99/219 (Kiernan Ave) Interchange
- Veterans Boulevard Interchange
- Campus Parkway Segments 2 & 3
- Atwater Merced Expressway
- Hills Ferry Road Emergency Repairs
- Los Cerritos over Dry Creek Bridge Replacement
- Beltway Operational Improvements
- Belle Terrace Operational Improvements

Our team has repeatedly demonstrated our high-performance standards for multiple clients, a track record we are committed to maintaining to meet the County's objectives.

COMMITMENT TO DBE GOALS

NV5 is honored to collaborate with two subconsultants, one of those is a reputable Disadvantaged Business Enterprises (DBE) firm. These partnerships go beyond mere goal fulfillment; they are rooted in years of mutual collaboration and trust, established on the basis of their expertise and demonstrated success. These firms have earned their esteemed reputations, with both being familiar names within Stanislaus County. **Though this project did not have a DBE utilization goal, NV5 is committed to advancing small business and DBE opportunities.** We have Tully consulting providing SWPPP inspections for this project, providing 5% DBE participation. .

Our commitment to DBE inclusion is not just a promise; it's a testament to our dedication to excellence and equitable partnerships.

RISK MATRIX

NV5 has identified key construction issues that could have potential impacts to both project cost and schedule as identified on the Risk Matrix below. The risk Probability is rated from 1 to 5, while the Cost and Time Impacts are rated from 1 to 16. The resultant Cost Score and Time Score give an indication of relative potential impact or interruption caused by each risk. This matrix is followed by our detailed approach to mitigate and address these challenges in the next section.

RED = High Risk

YELLOW = Moderate Risk

GREEN = Low Risk

LEVEL 2 - RISK REGISTER		Project Name:		State Highway 108 (Callander Avenue)		
Risk Identification		Risk Assessment				
Title	Risk Statement	Probability	Cost Impact	Cost Score	Time Impact	Time Score
Utility Relocations	Failure to coordinate and schedule work with or around existing utilities, or damage to existing utilities could delay the project.	4-High	8 -High	32	8 -High	32
Right of Way	If the planned improvements encroach into the business or private property land owners, new right of way agreements or redesign could dlead to job delays and cost.	3- Moderate	4 - Moderate	12	4 - Moderate	12
Differing Site Conditions	Unknown soil conditions or different roadway section removal differing from the contract documents will impact schedule and costs.	3- Moderate	4 - Moderate	12	2 -Low	6
Caltrans Acceptance	If the project is not constructed and documented in accordance with state and federal requirement, funding could be jeopardized.	2-Low	8 -High	16	2 -Low	4

PROJECT UNDERSTANDING

The State Highway 108 (Callander Avenue) Reconstruction & Crosswalk project is a federally funded project that will reconstruct SR 108 from just north of Topeka Street to just south of Santa Fe Street. Improvements will include minor highway widening, new median island and crosswalk including rapid flashing beacons, new curb, gutter and sidewalks as well as the addition of a separated bike path and sidewalk. Drainage improvements include a bioretention basin and moving several existing drain inlets.

These improvements are important for safe pedestrian and bike path interface with SR 108 traffic as well as provide connectivity to the existing pedestrian trail.

The project has been bid. The apparent low bid was \$1,436,676.00 from United Pavement Maintenance, Inc. The project duration is 60 working days and is scheduled to start in July and be completed in October of this year.

PROJECT REQUIREMENTS, CONSTRAINTS AND CHALLENGES

The NV5 Team has identified several issues that likely will present significant management challenges to successful completion of the Callander Avenue Complete Street Improvement Project.

UTILITY RELOCATIONS

There are extensive existing utilities within the project limits. Relocating utilities will be one of the first items of work as these utilities are within the widening areas. Approximately two fire hydrants, several electrical pull boxes and vaults, cable boxes, drainage inlets and extensions are slated to be adjusted or moved by others. The Contractor is responsible to coordinate utilities to be moved by others.

Before work begins, the limits of work should be staked. NV5 will then walk the project limits to identify utilities to be relocated, identify any utilities that need to be relocated that are not shown on the plans and identify who owns each utility. We compile this information into a utility matrix in order to track through the duration of the project. The next step will be contacting each utility company regarding the work to be performed to or near their utility. Any work near the gas line will require a representative present during the work. Though it is the Contractors responsibility, our experience has proven that an early understanding of the utility company expectations and requirements helps to move the project along and avoid delays.

NV5 is well versed in working with utility companies to install new and relocate facilities while not interrupting and/or delaying the construction. For example, on the SR99/Pelandale Avenue Interchange project, NV5 successfully coordinated the relocation of overhead high voltage power lines, application and connection of multiple new power and DSL service agreements, Modesto Irrigation district points of connection, relocation of underground fiber optics lines that service critical facilities like California Highway Patrol and Kaiser Hospital and large diameter water lines for the City of Modesto.

PRESERVE RIGHT OF WAY

Much of the widening along Callander Avenue involves improvements that reconstruct on private drives and moving private landscaping, signage, and property delineation features. It is imperative that the City right of way limits are clearly demarcated. By staking the right of way limits prior to stage construction, accidental encroachments or improvements outside the project limits can be avoided. This helps the Contractor plan his work, determine access to complete the work and choose the best construction

methods in order to stay out of areas not part of the project.

For instance, the business sign at the corner of Topeka and Callander Avenue is located just behind the existing curb ramp. Improvement plans do not show this sign, but it appears that the new improvements may conflict. Another conflict in the same location is the private parking lot light pole that is not shown on the plans. The private light is 3.5 feet behind the current sidewalk. This pole will likely need to be removed or relocated for the planned improvements.

There are also 2 mailboxes that are not identified on the plans that will need to be relocated prior to work. Identifying these items early allows the preparation of change orders to reimburse the Contractor for the work and allows the opportunity for the Contractor to provide a lump sum cost. Many times, if out of scope work is experienced during the work, the work is extra work at force account, or the Contractor is delayed while steps are taken to resolve the issue.

NV5 understands there is no room for error when encroaching onto private property. Improvements in the wrong location or incorrectly moving a property delineation feature can cause schedule delays and cost the project money. Our NV5 staff has managed projects just like the Callander Avenue Complete Street Project with sensitive work areas adjacent to private residential and commercial properties and has successfully completed the work and kept the property owners happy. This success is due to the early identification of the right of way limits and assessment of work that encroached near or into these limits. After the Right of way is delineated, *we will walk the limits with the Contractor before the start of work and identify areas of conflict. By doing this early, we can coordinate resolution with the stakeholders without adversely affecting the Contractors schedule.*

DIFFERING SITE CONDITIONS

NV5 is familiar with the sandy material and varying hardpan elevations throughout Stanislaus County. Due to the cracked and porous road conditions at tie in locations on Santa Fe and Topeka Streets, water has likely penetrated through the structural sections to the subgrade. This condition can lead to trapped water above the hardpan layers, which saturates the sandy material above it. Therefore, there is a reasonable probability of encountering unsuitable subgrade at various locations.

Knowing this, NV5 will be prepared to address unsuitable subgrade. Prior to construction, we will recommend pre-designed subgrade treatment plan alternatives for the City to consider. Having pre-approved stabilization plans in place will minimize delays. Also, if pre-approved stabilization plans are added to the bid documents, the City will capture an authentic competitive unit cost.

NV5 had this very issue on the Grant Line Road Widening Project in the City of Elk Grove. Unsuitable material was identified in our constructability reviews, so prior to construction, we agreed upon a revised section utilizing a geogrid and Class II aggregate base layers to bridge the subgrade. Having this stabilization plan in place prior to construction allowed work to continue and led us to completing critical traffic switches within the allowable times for full weekend road closures.

CALTRANS ACCEPTANCE

Since the project is on State Route 108 (Callander Avenue), one of the stakeholders is Caltrans. Since the project falls in Caltrans right of way and will have Caltrans oversight for the Federal Funding, it is crucial to administer the project per the Caltrans Local Assistance Manual (LAPM) to ensure audits are completed successfully and there is no risk of losing federal funding.

NV5 administers all out projects utilizing the LAPM manual. Our system has never failed an audit or jeopardized the funding of a project.

PUBLIC SAFETY, CONVENIENCE AND TRAFFIC HANDLING

Safety is always a top priority on our projects, but Callander Avenue provides access to not only residential areas but is well traveled by patrons of Bell Family Dentistry, St. Francis of Rome Knights of Columbus Church, and several nearby shopping nearby centers. In order to maintain access and public convenience to residential, business and community gathering places, the contract documents require one lane of traffic be open in each direction of travel at all times and that high strength concrete be used for concrete driveways in order to maintain access at all times and limits work hours from 8 AM to 4 PM Monday through Saturdays.

The NV5 Construction management team has extensive experience safely handling construction traffic on high volume local roads and freeways. Our proposed team recently completed the McHenry Widening Improvement project for Stanislaus County which required detailed traffic handling in order to provide work areas for the Contractor. In order to maintain safe passage through the site and minimize negative impacts to the traveling public we will do the following:

- Review both the designer provided, and contractor submitted traffic control plans for suitability and compliance with CA MUTCD requirements and devices.
- Enforce working hours and lane closure submittal requirements and approved plans.
- Hold specific coordination meetings with the contractor prior to closing lanes or performing traffic switches
- Inspect traffic control devices and assure maintenance by the contractor on a daily basis
- Develop protocol and contact list for contractor to respond to traffic related maintenance needs after hours and on weekends
- Issue public notices prior to major lane closures, traffic switches or detours.

MAINTAIN ACCESS TO PROPERTIES

The Callander Avenue Project impacts two residential streets, two residential driveways and two commercial driveways to the Church and parking lot. Access must be maintained to these driveways at all items.

NV5 understands the critical nature of this issue. We will address it with the contractor at the preconstruction conference. We will work with the contractor to develop a specific plan to make sure driveway and street access is maintained. It will require additional staging by the contractor to make this happen. We will also meet face-to-face with the property owners to inform them of any changes due to construction and to ensure their needs and concerns are met.

ADA COMPLIANCE

As part of the planned improvements, the City is adding a new pedestrian crossing. These improvements will involve new ADA curb ramps, sidewalks, and driveways. With NV5's vast experience providing construction management services on various projects throughout the state, our familiarity with ADA requirements is unmatched. From full roundabouts to typical signalized intersections to retrofits of existing ADA facilities, each project presents its own set of challenges to comply with the stringent ADA requirements.

On the recent Crosswalk Improvements Project at Various Uncontrolled Intersections in Kern County, we monitored and inspected the reconstruction of over 200 curb ramps at 79 different intersections. The reconstructions included Case A, Case B, Case C, Case F, Case CM, and Case CH type curb ramps. The NV5 team followed these inspection and documentation procedures to ensure compliance with the ADA requirements and to protect the County in the case of any future claims.

NV5 follows Caltrans' procedures for ensuring ADA compliance both during and after construction. Our construction management staff is currently involved with Caltrans "Temporary Pedestrian Access Routes Training" and certification. We will use Caltrans' Temporary Pedestrian Access Routes Handbook to assist the contractor in accommodating pedestrians, particularly persons with disabilities, safely through and around work zones. We ensure the contractor follows the applicable sections of the Caltrans Standard Specifications to provide for public safety and temporary pedestrian access routes during construction.

Our field inspectors use the Caltrans CEM-5773 series of ADA inspection reports to inspect and document the curb ramp dimensions and slopes. The forms are then reviewed by the Resident Engineer for concurrence and signature. We provide the contractor personnel with copies of the ADA inspection reports for their use during construction and recommend they check their form work using the same measurements that we will ultimately be using to perform the final compliance inspection.

PROJECT APPROACH

The construction of public works improvements can be a complex endeavor – one that often requires creative problem solving. NV5 will bring creative approaches to minimize challenges on the State Route 108 (Callander Avenue) Reconstruction and Crosswalk project. To realize our overarching goal of seamless coordination and compliance with contract documents, we will focus on two ingredients essential to project success – effective communication between the City, our team, and project stakeholders, and a thorough understanding of the contract requirements. This approach will provide the framework for meeting the day-to-day challenges that normally arise on any construction project.

PROACTIVE COMMUNICATION

Brad and Tony will be the hub of communication between the stakeholders for your project. We believe that open and continual communication between all parties leads to claims avoidance, constructive solutions, and a better overall project. The Callander Avenue project affects many residents and business owners along the 500 feet of frontage during construction and it will be essential to discuss with the Contractor and project team key early submittals and utility coordination and associated work plans. It will be critical to provide accurate schedule information well in advance to those business owners, church and residence.

DRIVING THE PROJECT SCHEDULE

Construction is scheduled for completion within 60 working days. The project has been bid. United Pavement Maintenance, Inc., was the successful low bid at \$1,436,676.00. It will be crucial to meet with the City of Riverbank and the Contractor to establish expectations for the duration of construction. NV5 will identify long lead time items and critical submittals that need to be submitted early. We will also work with the Contractor to meet with all the utility companies that have facilities in the project limits. By doing this, we can help the Contractor hit the ground running, assuring that the 60 working days will be filled with construction and no delays occur before starting work.

QUALITY ASSURANCE

NV5 takes a proactive project management approach by providing our team a set of construction management processes and procedures that allows us to manage construction projects effectively and efficiently. As the Resident Engineer, Brad will lead the quality assurance process. We want to know that you are satisfied with our performance, and confident with our assigned team. Throughout the duration of your project, he will remain in communication with you and regularly perform the following:

- Verify that the quality of construction meets the Designer's plans and specifications
- Ensure that field issues are resolved in a diplomatic and efficient manner to eliminate schedule delays, potential change orders and claims
- Meet with your project manager to verify that needs and requirements are being met while maintaining the construction management budget
- Audit the project files and field activities to verify that documentation is accurate, timely, complete and meets the City's funding requirements

NV5 will monitor the contractor's quality control program and will provide quality assurance sampling, testing, and inspections to verify the accuracy and compliance of the work. We keep logs to track items such as tests performed, samples taken, non-compliance reports, inspection and testing costs associated with non-compliant work, and material data submittals. Kramer and our inspectors will review the contractor's weekly and daily schedules before work begins each day and will closely coordinate with the contractor to establish an understanding of the critical activities and work to be inspected.

NV5'S ELECTRONIC DAILY DIARY

Our project team uses cutting-edge tools for efficient construction project management and documentation. Our in-house- designed NV5 Construction Management Information System (CMIS) empowers our construction managers and inspectors with a practical tool to report construction contractor activities swiftly and comprehensively. The Electronic Daily Diary (EDD) report within CMIS, inspired by Caltrans' Daily Diary, stands out as a pivotal innovation. This report, which includes a manpower sheet, narrative sheet, photo sheet, and contract item quantity sheet – all searchable by keyword – effectively prevents contractor claims by maintaining meticulous records.

With the EDD's robust search functionality, our clients save time and money by instantly accessing project data for evaluating force account work and potential claims. CMIS also plays a crucial role in managing the contractor's construction schedule, offering real-time insights into progress. It enables accurate assessments of monthly schedule updates. Additionally, CMIS allows County access to submittals, RFIs, daily reports with photos, and more, from any office location.

KEY BENEFITS

- User-friendly for inspectors, enabling reports from the field or office.
- Ensures consistent diary formats across projects and inspectors.
- Streamlines reporting by preloading contractor, equipment, worker, and pay item data.
- Automatically captures and stores daily weather conditions.
- Easily records and accesses bid item quantities for accurate progress payments.
- Supports Extra Work at Force Account reporting.
- Centralizes project reference materials.
- Enhances collaboration among inspectors, saving time.
- Provides instant access to diaries for project management.
- Empowers users with robust filtering and sorting capabilities.

CMIS doubles as our electronic document control system. Contractors can upload RFIs, submittals, and correspondence, with CMIS automatically managing distribution, reminders, and review timelines. This system serves as the central repository for weekly meeting agendas, minutes, field directives, change orders, and project correspondence. It also extracts daily diary quantities and generates quantity sheets and progress pay estimates. CMIS represents the future of paperless file management and facilitates tracking of the review and response processes throughout construction.

The image displays two examples of the NV5 Civil Program Management Engineer's Daily Report forms. The top form is the 'MANPOWER' report, which includes fields for location, description of operation, safety issues, job stamp, workday, user hours, shift hours, O.T. hours, report number, and a table for hours and item numbers. The bottom form is the 'PHOTO'S' report, which features a grid of photo upload areas with labels such as 'System #4 line 1', 'Main hole 1 (up hole)', 'Backfill System #4 line 1', 'pouring main hole 1', 'Main hole 2', and 'Backfill system #4 line 2'. Below the forms is a caption: 'Example of CMIS Daily Diary'.

APPENDIX

RESUMES

BRAD RIEL, PE

Resident Engineer

Brad is a licensed engineer and construction structures representative with more than 35 years of experience (including 11 with Caltrans prior to joining NV5). Over his career, Brad has overseen over \$600 million worth of infrastructure improvement projects, including water, bridge, highway, and roadway widening throughout California. Brad has overseen the construction of more than 60 bridges and has extensive experience with post-tensioned concrete bridges, construction staging, traffic control issues, and the placement of engineering fills.

He also has a thorough understanding of Caltrans standards and procedures through his experience working with Caltrans and on Caltrans facilities. As a former Caltrans structures representative, Brad is an expert on prestressed reinforced concrete structures. He has been formally trained in falsework design, trenching and shoring, concrete technology, and bridge deck construction.

EDUCATION

BS Civil Engineering - University of California, Berkeley (1986)

EXPERIENCE

NV5: 24 years (1998)

TOTAL: 35 years (1987)

REGISTRATIONS

Registered Professional Engineer,
CA #C46810 (1991)

Project Experience

MCHENRY ROAD WIDENING

STANISLAUS COUNTY

Project Manager and Resident Engineer for this project to improve the corridor to accommodate north/south interregional traffic between the cities of Modesto and Escalon and to State Highway 108 (McHenry Avenue/Patterson Road). The proposed improvements include two 12-foot lanes in each direction, 14-foot wide median, eight-foot shoulders/bike lanes, and curb gutter, and sidewalk. Existing drainage ditches and percolation drains will be replaced with drainage inlets and a piped gravity system that ultimately drains to a new basin to be constructed west of McHenry Avenue near Hogue Road. The reconstructed roadway will consist of three primary section improvements, including micro surfacing, full depth reclamation (FDR), cement-treated base, hot mix asphalt, and rubberized hot mix asphalt. The project also proposes to replace a 348.5-foot-long slab bridge with 186-foot long multiplate arch culvert. The existing bridge spans Dry Slough and a flood plain adjacent to the Stanislaus River. Brad is responsible for overall contract administration, source inspection and quality assurance, review, traffic control plans, and schedule and budget management.

INTERSECTION IMPROVEMENTS AT CLARIBEL ROAD AND ROSELLE AVENUE

STANISLAUS COUNTY | MODESTO, CA

Principal-in-Charge for the Claribel Road and Roselle Avenue Intersection Project. The roads currently have only one lane in each direction and the intersection is controlled by a four-way stop sign. The improvements will widen Claribel Road to the north, Roselle Avenue to west, and overlay the existing pavement with three inches of hot mix asphalt. The widenings will accommodate dedicated turn pockets in all directions. The project also upgrades the intersection with a new traffic signal. Responsibilities include day-to-day inspection, documentation, and various construction management tasks, as well as assistance with public outreach.

GEER ROAD INTERSECTION IMPROVEMENTS

STANISLAUS COUNTY

Principal-in-Charge for the Geer Road Intersection Projects which included improvements to Geer Road/Santa Fe Avenue and Geer Road/Whitmore Avenue Intersections. The project includes the widening and reconstructing of several thousand feet of roadway including the addition of turn lanes, constructing new traffic signals at each intersection, upgrades to BNSF Railway facilities across Geer Road, installation of new traffic signs, striping and street lighting. The approximately 5,300 linear feet of roadway is constructed using FDR-C method. The project also required extensive utility coordination with ATT, PGE and TID. Existing ATT overhead lines and poles had to be relocated, and underground utilities such as PGE gas lines and TID irrigation lines had to be located, identified and protected prior to the FDR-C operation beginning. TID also installed 608 feet of new 30-inch irrigation pipe. Responsibilities included overseeing the construction management activities and monitoring contract compliance as well as quality control and quality assurance processes and procedures. Also responsible for evaluating progress payments and schedule progress.

BENTLEY ROAD RECONSTRUCTION PROJECT

STANISLAUS COUNTY

Principal-in-Charge for the \$3.2 million roadway reconstruction project. It included rebuilding 18,450 feet of Bentley Road using full depth reclamation (FDR) with a 5% cement blend. The limits of the reconstruction were from Milnes Road to Patterson Road.

The FDR base was overlaid with 3" of hot mix asphalt (HMA). After the paving was completed, shoulder backing was constructed along the both edges of the new HMA. The project was constructed in stages. Responsibilities included overseeing the construction management activities and monitoring contract compliance as well as quality control and quality assurance processes and procedures. Also responsible for evaluating progress payments and schedule progress.

INTERSECTION IMPROVEMENTS AT CLARIBEL ROAD AND ROSELLE AVENUE

STANISLAUS COUNTY | MODESTO, CA

Principal-in-Charge for the Claribel Road and Roselle Avenue Intersection Project. The roads currently have only one lane in each direction and the intersection is controlled by a four-way stop sign. The improvements will widen Claribel Road to the north, Roselle Avenue to west, and overlay the existing pavement with three inches of hot mix asphalt. The widenings will accommodate dedicated turn pockets in all directions. The project also upgrades the intersection with a new traffic signal. Responsibilities included overseeing the construction management activities and monitoring contract compliance as well as quality control and quality assurance processes and procedures. Also responsible for evaluating progress payments and schedule progress.

SR 99/FULKERTH INTERCHANGE

CITY OF TURLOCK

Resident Engineer for this \$11 million project is located at the Fulkerth Road and SR99. The work consisted of undercrossing and ramp widenings with new traffic signals at the ramp terminus. Construction tasks included earthwork, ground anchor retaining walls, Type 1 and Type 5 retaining walls, curbs, sidewalk, and storm drainage, hot mix asphalt, pavement delineation, and street lighting. Brad was responsible for overall contract administration, source inspection and quality assurance, review and independent analysis of excavation and shoring plans, ground anchor shop drawings and traffic control plans, and schedule and budget management. Coordinated multiple utility relocations, managed information between multiple adjacent projects and stake holders.

SR 99/219 (KIERNAN AVENUE) INTERCHANGE

STANISLAUS COUNTY

Structure Representative for the \$27 million bridge replacement, freeway widening, interchange improvement, and pumping plant replacement project. The improvements will reconstruct the State Route 99/State Route 219 (Kiernan Avenue) interchange, replace the existing overcrossing spanning State Route 99, add four additional travel lanes to State Route 219 (Kiernan Avenue) within the project limits, and modify the existing interchange on-/off- ramps to and from State Route 99. The 7,750 gallons/per minute pumping plant was constructed 16 feet below the water table. Construction methods included sheet pile shoring, tiebacks, seal courses, and dewatering wells. Responsibilities include full turn-key construction management services. Responsible for constructability review and construction management services.

JACK TONE ROAD

SAN JOAQUIN COUNTY

Resident Engineer for the Jack Tone Road Grade Separation. Project consisted of 3,650 feet of roadway realignment, peripheral access improvements for adjacent property owners, and a new 713-foot-long by 43-foot-wide, cast-in-place, post-tensioned box girder bridge. The structure spans over Burlington Northern Santa Fe Railroad (BNSF), eliminating the existing at-grade crossing adjacent to the intermodal yard. The bridge also crosses the South Fork of Little John Creek. Therefore, biological and wetland issues were managed throughout construction.

GRANT LINE ROAD WIDENING, PHASE 1

TRAFFIC & TRANSPORTATION | ELK GROVE, CA

Resident Engineer for the \$11 million roadway widening and railroad grade separation project, which included widening 5,000 feet of Grant Line Road from two to six lanes and constructing a 256-foot-long post-tensioned box girder bridge over UPRR tracks. A 24-inch-wide water transmission line was also installed along the length of the project.

TONY HOSAK

Construction Inspector/Structure Inspector

Tony Hosak has over 30 years of experience constructing and inspecting roads and highways, and heavy civil and structure construction projects. He began his career as a Bridge Superintendent for various contractors in California, and over the last 10 years, he has served as Assistant Structure Representative for the Offices of Structure Construction in Caltrans Districts 4, 6 and 10. Tony's experience has focused on the inspection and construction management of roads and highways, and new and retrofitted bridge projects. Throughout his career, he has maintained excellent relationships with utility owners and railroads to facilitate submittal reviews and inspections. His ability to quickly establish trust and camaraderie with utility and railroad representatives on-site has led to efficiencies on his projects.

- Caltrans Certified Test Methods: 504, 518, 533, 539, 540, 541, 547, and 557.
- ACI Concrete Field-Testing Technician – Grade 1 (exp. 3/9/2024)
- 40 Hour Hazardous Waste Operations and Emergency Response (HAZWOPER)

Relevant Project Experience

MCHENRY ROAD WIDENING

STANISLAUS COUNTY

Construction/Structure Inspector for this project that improved the corridor to accommodate north/south interregional traffic between the cities of Modesto and Escalon and to State Highway 108 (McHenry Avenue/Patterson Road). Improvements include two 12-foot lanes in each direction, 14-foot wide median, eight-foot shoulders/bike lanes, and curb gutter, and sidewalk. Existing drainage ditches and percolation drains were replaced with drainage inlets and a piped gravity system that ultimately drains to a new basin constructed west of McHenry Avenue near Hogue Road. The reconstructed roadway consists of three primary section improvements, including micro surfacing, full depth reclamation (FDR), cement-treated base, hot mix asphalt, and rubberized hot mix asphalt. The project also replaced a 348.5-foot-long slab bridge with 186-foot long multiplate arch culvert. The existing bridge spanned Dry Slough and a flood plain adjacent to the Stanislaus River. **Project Cost:** \$9.5M

CAMPUS PARKWAY, SEGMENT II

COUNTY OF MERCED

Structure Inspector for the \$40M project that consisted of new roadway, two bridges over Bear Creek, a prefabricated pedestrians bridge at Olive Avenue and other smaller bridge structures. Roadway elements included HMA paving and overlay, signalized intersections, and utility coordination. Responsibilities included inspections of all phases of structural construction such as bridges, foundation, walls, falsework, shoring, and drainage structures, verify grade and alignment throughout all phases of construction, and coordinate sampling and testing of construction materials to monitor compliance with contract specifications and the Quality Assurance Program. **Project Cost:** \$40M

CAMPUS PARKWAY, SEGMENT III

COUNTY OF MERCED

Structure Inspector for the \$28.5M project which involves new roadway and bridge construction. The first item of work on this segment was the full removal and reconstruction of 2.5-miles of a two-lane County road to handle the detoured local traffic associated with the expressway construction. The reconstruction was completed in three separate stages to minimize impact to the traveling public. Each stage consisted of removal of the existing pavement, removal and replacement of unsuitable subgrade areas, placement of Class 2 AB section, and HMA paving. The project also included approximately 2.5 miles of new four-lane expressway including a total of 5 bridges, a signalized intersection, and two new roundabouts. ADA curb ramps were constructed at all intersections to connect pedestrians and bicyclists to the Class 1 bike path constructed adjacent to the expressway for the entire length of the project. **Project Cost:** \$28.5M

BRIDGE, ROADWAY, STORM DRAIN, AND TRAFFIC SIGNALS

CONTRA COSTA COUNTY

Public Works Inspector for various Structures and Roadway projects. Projects involved bridge construction, SWPPP, and extensive ADA upgrades. Roadway work included roadway subgrades, paving, curbs, stormdrains, signage, bicycle/pedestrian paths, County permit inspections, and rock slope protection for bridges and creek improvements. This role involved extensive coordination with USACE, CDFG, and PG&E. Tony oversaw daily environmental and SWPPP compliance; performed inspection on County Bridges using Caltrans standards, roadways including paving, striping and signs, storm drain systems with outfall/dissipaters, traffic signals and general permit inspections; prepared daily reports and monthly progress pay item quantities. **Project Cost:** Varied by project

PAUL GILL

Construction Inspector

Paul Gill has 16 years of experience providing office engineering and inspection services for capital improvements, including highway and roadway projects designed and constructed to Caltrans standards. He is well versed in the construction practices of Caltrans and has a good working knowledge of the agency's Standard Plans and Specifications and construction manual. Mr. Gill's inspection experience includes SWPPP; asphalt concrete construction; curbs, gutters, and sidewalks; earthwork; traffic signals and lighting; landscaping; water treatment facilities; and building construction.

EDUCATION

- B.S. Mechanical Engineering – California State University, Fresno (2003)

Mr. Gill is capable of assisting in all aspects of required field and office construction engineering work, including inspection of non-structural construction operations; inspection of traffic control system compliance; contract change order (CCO) preparation, review and analysis; and Water Pollution Control Program (Storm Water Pollution Prevention Plan) enforcement. He also is capable of reviewing, inspecting, and approving traffic control systems, including lane closures, in accordance with Caltrans' standards and Plans.

Project Experience

tasks, as well as assistance with public outreach.

INTERSECTION IMPROVEMENTS AT CLARIBEL ROAD AND ROSELLE AVENUE

STANISLAUS COUNTY | MODESTO, CA

Construction Inspector for the Claribel Road and Roselle Avenue Intersection Project. The roads currently have only one lane in each direction and the intersection is controlled by a four-way stop sign. The improvements will widen Claribel Road to the north, Roselle Avenue to west, and overlay the existing pavement with three inches of hot mix asphalt. The widenings will accommodate dedicated turn pockets in all directions. The project also upgrades the intersection with a new traffic signal. Responsibilities include day-to-day inspection, documentation, and various construction management tasks, as well as assistance with public outreach.

WEST COUNTRY CLUB RECONSTRUCTION PHASE 8

SAN JOAQUIN COUNTY | STOCKTON, CA

Lead Construction Inspector for this 3 block residential street reconstruction. The project involved demolition of the sidewalk curb and gutter, structural section, HMA paving, raising manholes and water vales covers, reconstructing driveways and tying new sidewalk and gutters into existing. Paul was responsible for tracking the contractors daily activities, quantities and items of work, ensuring the improvements were built to construction plans and standards, weekly statement of working days, labor compliance, submittal review, RFI review, Change Order negotiations and keeping the County Resident Engineer informed of job progress.

STATE ROUTE 99/PELANDALE AVENUE INTERCHANGE IMPROVEMENTS

CITY OF MODESTO

Construction Inspector for the \$38 million construction project to build a new bridge over State Route 99, removal of the existing Pelandale overcrossing, construction of newly configured on- and off-ramps for northbound and southbound traffic improvements to the Salida Avenue Corridor, an extensive six-stage construction and traffic handling plan and detours on State Route 99 northbound and southbound on-ramps, new traffic signals at four intersections, multiple retaining walls, driven concrete foundation piles, and extensive utility relocations. Paul's responsibilities included inspection services and field support during night shifts and round the clock work for traffic switches and detours; reviewing Contractor's traffic management plans, review and submit request for closures per the lane closure charts to Caltrans LCS system for approval, monitor traffic control during night closures detours and traffic staging changes, calling in closures at start and completion to Caltrans TMC and verifying traffic control operations; verifying BMP's for the Water Pollution Control Program; preparation of quantities, prepare daily diaries, and extra work reports

JENNIFER WILLIAMS

OFFICE ENGINEER

Jennifer Williams is an accomplished project administrator with 18 years of experience providing office engineering, administrative support, and information technology support for capital improvement projects, including bridge and highway projects constructed to Caltrans standards. She is well versed in the construction practices of Caltrans and has a good working knowledge of the agency's Standard Plans and Specifications, Construction Manual, and Local Assistance Procedures Manual. Jennifer is knowledgeable of and experienced with equipment used in construction office engineering; setting up and maintaining office files; processing required documents and progress payments; prevailing wage laws and regulations; monitoring and enforcing labor compliance; and subcontracting laws and policies.

EDUCATION

- BA, Computer Information Systems – California State University, Hayward (1991)

Project Experience

SR 99/PELANDALE AVENUE INTERCHANGE

WATER/WASTEWATER | MODESTO, CA

Office Engineer for this \$38 million construction of a two new bridges, one over State Route 99, the other a new radiused on ramp bridge, removal of the existing Pelandale overcrossing, construction of newly configured on- and off-ramps for northbound and southbound traffic improvements to the Salida Avenue Corridor, an extensive six-stage construction and traffic handling plan and detours on State Route 99 northbound and southbound on-ramps, new traffic signals at four intersections, multiple retaining walls, 618 driven concrete foundation piles, and extensive utility relocations

SR 99/219 (KIERNAN AVENUE) INTERCHANGE

STANISLAUS COUNTY

Office engineer for the \$25 million bridge replacement, freeway widening, interchange improvement, and pumping plant replacement project. The improvements will reconstruct the State Route 99/State Route 219 (Kiernan Avenue) interchange, add four additional travel lanes to State Route 219 (Kiernan Avenue) within the project limits, and modify the existing interchange on-/ off-ramps to and from State Route 99. The 7,750 gallons/per minute pumping plant was constructed 16 feet below the water table. Construction methods included sheet pile shoring, tie-backs, seal courses, and dewatering wells.

HICKMAN ROAD OVER THE TUOLUMNE RIVER BRIDGE REPLACEMENT PROJECT

STANISLAUS COUNTY

Office Engineer for this for this \$18M bridge replacement. The replacement bridge consists of a five-span, 750-foot long cast-in-place (CIP) post-tensioned box girder with two 12-footwide travel lanes and two 8-foot-wide shoulders and one 5-foot wide sidewalk placed along the upstream edge. The new bridge is wide enough to accommodate two lanes of vehicular traffic plus safe pedestrian and bike access. It is supported by 10-foot diameter drilled-pile foundations up to 148 feet deep to address the ongoing degradation of the Tuolumne River channel. The new bridge will also carry a new waterline, gas line, and fiber optic telecommunication facilities.

MCHENRY ROAD WIDENING

STANISLAUS COUNTY, CA

Office Engineer for this project to improve the corridor to accommodate north/south interregional traffic between the cities of Modesto and Escalon and to State Highway 108 (McHenry Avenue/Patterson Road). The proposed improvements include two 12-foot lanes in each direction, 14-foot wide median, eight-foot shoulders/bike lanes, and curb gutter, and sidewalk. Existing drainage ditches and percolation drains will be replaced with drainage inlets and a piped gravity system that ultimately drains to a new basin to be constructed west of McHenry Avenue near Hogue Road. Jennifer assisted Brad with all aspects of contract administration.

RICHARD FELDMAN

SCHEDULER

Rich Feldman has 40 years of experience keeping projects on track. He has provided the full range of complex scheduling services for major transportation and capital improvement programs that require strict documentation and scheduling for funding and project accountability. His project portfolio features highway improvements designed and constructed to Caltrans' standards, toll roads, airport terminals and runway extensions, and underground light rail stations. Project responsibilities have included the preparation of master project schedules; review of cost and resource loaded schedules; document control; cost estimating and cost control engineering; claims analysis; records management; and procedures writing. Mr. Feldman has in-depth knowledge of and extensive experience in reviewing contractor schedules in accordance with Caltrans' specifications. Many of the projects on which he has worked have required close coordination with multiple stakeholders and agency representatives during the conduct of schedule and cost analysis. He has prepared testimony and analysis for legal proceedings for construction claims litigation.

Relevant Project Experience

CAMPUS PARKWAY SEGMENT III

CITY OF MERCED | MERCED, CA

Project Scheduler for this \$40.4 million new roadway and bridge construction from the new Connector Road (just north of Route 140) to Yosemite Avenue. Project includes new roadway, two bridges over Bear Creek, a prefabricated pedestrians bridge at Olive Avenue and other smaller bridge structures. The Bear Creek bridges require limited construction seasons to accommodate seasonal water levels and were key elements in a tight construction schedule limited by funding deadlines. Review of baseline schedule and subsequent meeting with Contractor was key in keeping the project on schedule by convincing contractor that removal of existing power line would not interfere with timing of bridge haystack construction at Bear Creek. Project responsibilities included review of baseline schedule, review of monthly update schedules and review of any Time Impact Analyses should such be submitted.

BELLE TERRACE OPERATIONAL IMPROVEMENTS PROJECT

CITY OF BAKERSFIELD | BAKERSFIELD, CA

Project Scheduler for this \$42 million project which connects Highway 58 to the Westside Parkway to improve east-west travel across the City. This project replaced the existing Connector Bridge between Highway 58 and State Route 99 and the Belle Terrace Bridge over Highway 99. Roughly one mile of State Route 99 was widened with concrete pavement and partially resurfaced between Ming Avenue and Highway 58 East. During review of baseline schedule identified missing relationships between elements of bridge superstructure and substructure construction. Staging was revised during construction. Difficult tie-back wall construction required re-sequencing of tie-back wall and retaining wall construction and analysis of associated Time Impact Analyses. Project responsibilities included review of baseline schedule, review of monthly update schedules, analysis of contractor time impact analysis submittals and schedule delay analysis.

PELANDALE AVENUE INTERCHANGE RECONSTRUCTION

CITY OF MODESTO | MODESTO, CALIFORNIA

Project scheduler for the \$38 million construction of a new bridge over State Route 99, removal of the existing Pelandale Overcrossing, construction of newly configured on- and off-ramps for northbound and southbound traffic improvements to the Salida Avenue Corridor, an extensive five-stage construction and traffic handling plan and detours on State Route 99 northbound and southbound on-ramps, new traffic signals at four intersections, multiple retaining walls (both standard Type 1 MSE designs), concrete piles, and extensive utility relocations on. Project responsibilities include review of the baseline schedule, review of monthly update schedules, analysis of contractor time impact analysis submittals, and schedule delay analysis.

EDUCATION

- BA Philosophy, California State University, San Diego (1971)

TRAINING

- Associated General Contractors of California, San Francisco District, Construction Education Committee
- Assistant Instructor
- Building Estimating
- Heavy Construction
- Estimating/Advanced Estimating/and Fundamentals of Estimating
- Supervisory Communication
- Planning & Scheduling

ROBIN TULLY, PE | Qualified SWPPP Developer, President and Civil Engineer

Education

- BS, Environmental Resources Engineering

Registrations / Certifications

- CA, Civil Engineer No. C64354
- Caltrans 24-Hour Storm Water Pollution Prevention Training
- QSD / QSP Certification #503
- Title 22 Hazardous Materials Training
- CASQA Trainer of Record

Areas of Expertise

- SWPPP Development
- QSD/QSP Inspection
- Erosion Control Design experience
- Hydrology/water quality monitoring experience
- Experience with Risk Level 1, 2 and 3 sites
- Experienced in the preparation of grading, drainage and erosion control plans
- Competent in REAP preparation and oversight of environmental permits
- Experience with SMARTS NOI, NOT, Ad Hoc, and Annual Reporting requirements

Work History

- President, Tully Consulting Group, 2005 to current – specialize in grading, drainage, erosion control and SWPPP development/implementation

Robin Tully has 24 years of civil engineering and stormwater consulting experience. Her role in projects has ranged from Project Design Engineer, Project Manager to Qualified SWPPP Developer (QSD). She is familiar with sustainable site design, erosion control and water, sewer and stormwater. She has prepared Stormwater Pollution Prevention Plans and served as the QSD or QSP on several projects. Ms. Tully specializes in stormwater issues, erosion control, stormwater treatment, BMP design and SMARTS reporting.

Select Project Experience

San Joaquin County Roadway Rehabilitation Projects, San Joaquin County, CA. Risk Level 1 and 2.

QSD/SWPPP Developer for the Construction Phase. Ms. Tully served as the QSD for the construction phase. This involved making sure that SWPPPs were prepared and that SMARTS applications are kept current such as NOI's, Ad Hocs and Annual Reports. Ms. Tully also oversees the QSP's performing inspection on the projects over 1 acre of soil disturbance.

Grant Line Road Widening Phase 1, City of Elk Grove, CA. Risk Level 1.

QSD for Construction Oversight. Ms. Tully provided BMP inspection and SWPPP oversight on the construction management team. This involved making sure the contractor was held accountable with the contract for Stormwater Construction General Permit requirements. This also involved reviewing the Contractor's SWPPP and SWPPP amendments.

Wastewater Treatment Plant Non Potable Water Reservoir, City of Brentwood, CA. Risk Level 2.

QSD/SWPPP Developer. Ms. Tully prepared the Temporary Erosion Control Drawings and Stormwater Pollution Prevention Plan for this project as part of the design team. The construction is for a new non potable water reservoir within the City's wastewater treatment plant.

Oakland Eastbound Touchdown OTD-II – San Francisco Oakland Bay Bridge, Caltrans District 4, Oakland, CA. Risk Level 2.

Water Pollution Control Manager and QSD/SWPPP Developer. Ms. Tully served as the Water Pollution Control Manager for the project and oversaw BMP implementation and monitoring. This project involved very strict water quality protection measures.

Kiernan Avenue and Route 99 Interchange, Salida, CA. Risk Level 2.

QSD for Construction Oversight. Ms. Tully provided BMP inspection and SWPPP oversight on the construction management team. This involved making sure the contractor was held accountable with the contract for Stormwater Construction General Permit requirements. Her work also was to assist with annual reporting for SMARTS.

BRANDON BOOK | Qualified SWPPP Practitioner

Registrations / Certifications

- QSP Certification #27289
- CISEC Certification #2791
- Title 22 Hazardous Materials Training

Areas of Expertise

- QSP Inspection
- Experience with Risk Level 1, 2 and 3 projects & LUP projects
- Competent in REAP preparation and oversight of environmental permits
- Experience with water quality monitoring

Work History

- Stormwater Inspector II / Project Manager, Tully Consulting Group, 2017 to current – specialize in QSP services and water quality monitoring
- Availability 50% to 100% for this RFQ as needed



Brandon Book has over 6 years of stormwater inspection experience. He is competent in construction stormwater General Permit inspection and compliance. Recent experience includes work on Caltrans projects preparing REAPs, Inspection reports, sampling reports and SWPPP amendments. He has training in erosion and sediment control inspection, water quality monitoring, stormwater monitoring and hazardous waste handling.

Select Project Experience

The Lodge at Glen Cove, Glen Cove, Vallejo, CA, Risk Level 2. Stormwater Inspector, QSP. Mr. Book served as a primary QSP for the project and performed BMP inspections. Responsibilities involved completing inspections, providing Rain Event Action Plans, performing stormwater monitoring and keeping the SWPPP up to date.

Caltrans 04-4Q2604 Highway 84 Emergency Slide Repair, near Livermore, CA. Risk Level 2.

Stormwater Inspector, QSP. Mr. Book served as a primary QSP for the project and performed BMP inspections. Responsibilities involved completing inspections, providing SWPPP training to the construction crew, providing Rain Event Action Plans, performing stormwater monitoring and keeping the SWPPP up to date.

Caltrans 04-4G0564 Route 680 Roadway Rehabilitation, Bridge Replacement, Retaining Walls and Toll System Installation, Fremont to Sunol, CA. Risk Level 2.

Stormwater Inspector, QSP. Mr. Book served as the primary QSP for the project and performed BMP inspections. Responsibilities involved completing inspections, providing SWPPP training to the construction crew, providing Rain Event Action Plans, performing stormwater monitoring and keeping the SWPPP up to date.

Caltrans 04-0J5304 Highway 880 Patterson Slough Replace Bridge Deck and Approach Slabs, Union City, CA. Risk Level 2.

Stormwater Inspector, QSP. Mr. Book served as the primary QSP for the project and performed BMP inspections. Responsibilities involved completing inspections, providing SWPPP training to the construction crew, providing Rain Event Action Plans, performing stormwater monitoring and keeping the SWPPP up to date, and provided water quality monitoring and 401 permit compliance.

Caltrans 04-160304, Replace Bridge, Paving, Soil Nail Wall, Drainage & Restore Channel, Fremont, CA, Risk Level 3

Stormwater Inspector, QSP. Mr. Book served as the primary QSP for the project and performed BMP inspections. Responsibilities involved completing inspections, providing SWPPP training to the construction crew, providing Rain Event Action Plans, performing stormwater monitoring and keeping the SWPPP up to date, and provided water quality monitoring and 401 permit compliance.

Michael Kibbey, EIT - Project Manager



Professional Background:

Mr. Kibbey has 15 years of experience in materials testing and special inspection services to include pavement, masonry, pre-cast concrete, earthwork, foundations, reinforcing steel, concrete, load testing of post-installed anchors/dowels, structural steel, and welding. His portfolio of projects includes experience with Caltrans, roadways/highways, bridges, rail, soil nail, tie-back, and gravity walls, mass grading, deep and shallow foundations, Hot-Mix Asphalt pavements, and subsurface exploration.



Select Project Experience:

Stanislaus County, Crows Landing Road Bridge Replacement, Stanislaus County, CA – The 5-span structure is a cast-in-place concrete box girder bridge and constructed in two-stages to maintain two lanes of travel during construction. Mr. Kibbey is currently serving as QA Project Manager. BSK's services include observation, sampling, and field density testing of native subgrade, embankment/structural backfill, and aggregate base, concrete sampling and testing, hot mix asphalt (HMA) sampling and testing, as well as to assist with source inspection coordination and testing. All work is being performed in accordance with Caltrans and project special provision requirements.

Valley Transportation Authority, US 101/Blossom Hill Road Interchange Improvements, San Jose, CA – Mr. Kibbey served as QA Materials Testing Task Manager. In addition to constructing a new bridge over US 101, a new eastbound lane and widening of the US 101 southbound off ramp, the project also includes the construction of a Class I bicycle/pedestrian path through the interchange, a retaining wall, and a mechanically stabilized earth wall. BSK is supporting the project Resident Engineer with materials testing/special inspection and source inspection services to include quality assurance inspection and testing of hot-mix asphalt, structural concrete, earthwork, and field/shop welding, as well as source inspection of elastomeric bearing pads, pipe piles, welding rebar, prefabricated steel, and precast concrete.

Contra Costa Transportation Authority, State Route 4 Balfour Road Interchange Improvements and Bridges, Brentwood, CA – This project was a part of a \$42.7 million-dollar construction project to improve safety and efficiency at this busy intersection in Brentwood. Mr. Kibbey served as Project Manager and Structure Materials Representative. The project scope included lowering Balfour Road and raising SR 4 to a primary precast pre-stressed (PC/PS) concrete overpass bridge. Two additional bridges were constructed over Deer Creek which were PC/PS and cast-in-place. Mr. Kibbey provided oversight to the coordination of source inspections, working directly with the Structure Representative and with the Caltrans oversight team on the Balfour segment, as well as helped develop the Source Inspection Quality Management Plan that was prepared specifically for the project.

Peninsula Corridor Joint Powers Board/Caltrain, 25th Avenue Grade Separation, San Mateo, CA – Mr. Kibbey served as the Project Manager and primary point of contact for the materials testing team that provided QA materials testing/special inspections and source inspections. The new structures are founded on CIDH piles. Other improvements constructed for the project included cantilevered retaining walls and mechanically stabilized earth walls.

Qualifications

Registrations /

Certificates:

Engineer-in-Training
(E.I.T.), No. 128476, CA
Nuclear Density Gauge

Education:

BS, Civil Engineering,
California Polytechnic
State University, San Luis
Obispo, CA

Experience:

BSK Associates -

2021 to Current

Kleinfelder, Inc. -

2008 to 2021

James K. Auser, PE – Senior Materials Engineer

Professional Background:

Mr. Auser has developed a significant amount of hands-on experience during his 27-year career in the construction industry. As a registered civil engineer, he provides significant levels of support to our clients in his role as project manager and responsible engineer. His project specific duties cover a wide range of services, including mix design preparation, job specification review and review of project construction submittals. He is the laboratory manager and provides quality control for BSK's Livermore soils and materials testing laboratory, as well as engineering oversight for our field inspectors/technicians.

Mr. Auser specializes in concrete construction and their constituents, as well as in the development of specialty load test applications. He is flexible, creative and cost conscious in his engineering approach, and consistently works cooperatively with project teams at all levels.

Relevant Project Experience:

Holman Road Bridge Over Bear Creek, Stockton, CA - Mr. Auser is serving as Responsible Materials Engineer for the Holman Road Bridge over Bear Creek Project. Support for the project includes technical oversight for BSK's source inspection and materials testing services in accordance with Caltrans Standard Specifications.

Crows Landing Road Bridge Replacement Project, Stanislaus County, CA - Mr. Auser is serving as Responsible Materials Engineer for BSK's services to the Crows Landing Road Bridge Project. BSK serves as materials testing subconsultant to HDR for this federally funded, 723-foot, 5-span, post-tensioned box girder bridge replacement project that is being constructed in accordance with Caltrans Standard Specifications.

Stanislaus County, Santa Fe Road Bridge Replacement Project, Stanislaus County, California -- The \$14.3 million bridge replacement project was necessary after the existing bridge was deemed to be functionally obsolete and was largely funded with federal and state funds. Mr. Auser serves as BSK's Responsible Engineer for the earthwork, concrete, and reinforcing steel elements during construction.

Stanislaus County, 2018 Urban Pavement Preservation Project, Task Order for Materials Testing On-Call Services Contract, Stanislaus County, California -- The 2018 Urban Pavement Preservation Project consists of the application of rapid setting slurry and asphalt rubber chip seal on 17 miles of roadway in Stanislaus County. Mr. Auser serves as BSK's Responsible Engineer for the earthwork, concrete, hot-mix asphalt pavement and slurry/chip seals during construction.

Stanislaus County, Warnerville Road and Bentley Road Roadway Reconstruction, Stanislaus County, California -- Mr. Auser serves as the project's Responsible Engineer. The project incorporates two methods of full-depth reclamation of existing materials (Lithtec and Cement Stabilization) along with Hot-Mix Asphalt pavement and chip seal application.



Qualifications

Civil Engineer,
California, 59941
Radiation Safety and Use of
Nuclear Gauges
ACI Field Testing
Technician Grade I
ICC

Reinforced Concrete
Structural Masonry
Prestressed Concrete
Caltrans CTM 105, 106,
504, 518, 539, 540, 543,
556, 557

Education:

BS, Civil Engineering,
California State University,
Chico, 1994

Experience:

BSK Associates, 2008-
present

1996 – 2008, ENGEO Inc.,
Field Engineer, Project
Engineer, Laboratory
Manager,

1995 – 1996, A. Teichert &
Son Inc., Readymix Division
Quality Assurance Field
Technician

1994 – 1995, Construction
Testing & Engineering Inc.,
Field Engineer

1988 – 1996, California
Army National Guard
Combat Engineer

Randy Cortez – Materials Laboratory Manager

Professional Background:

Mr. Cortez's nearly 18-year experience in laboratory testing encompasses a wide range of work including soils, asphalt, concrete, and steel. His number of certifications speak for themselves. His lab management experience includes various mobile laboratories in project ranging from district Caltrans labs to on-site airport laboratories. He has worked extensively with Marshall, Hveem, and Superpave pavement design methods and served on the pilot program in California for helping to introduce Superpave pavement technology to California.

Select Project Experience:

Crows Landing Road Bridge Replacement Project, Stanislaus County, CA - BSK served as materials testing subconsultant to HDR for this federally funded, 723-foot, 5-span, post-tensioned box girder bridge replacement project that was constructed in accordance with Caltrans Standard Specifications. Mr. Cortez serves as Materials Laboratory Manager for the earthwork, concrete, and hot-mix asphalt testing for the project.

Holman Road Bridge Over Bear Creek, Stockton, CA - Constructed in accordance with the 2018 Caltrans Standard Plans and Specifications, Mr. Cortez served as Materials Laboratory Manager for the Holman Road Bridge over Bear Creek Project. Support for the project includes the oversight, coordination, and testing of soils, concrete, welded reinforcement, couplers, and prestressing strands.

City of Manteca, Highway 120 and Union Road Diverging Diamond Interchange, Manteca, California, Project Manager - Mr. Cortez served as laboratory manager for BSK's materials testing services to the project, including materials testing services for earthwork, hot-mix asphalt, reinforced concrete, and steel reinforcement products.

Calaveras County | Singletree Drive Bridge Project, Calaveras County, CA - Mr. Cortez served as Lab Manager in support of the project which installed a new bridge at the existing low water crossing of Singletree Drive at Little Johns Creek. The project was funded through the Federal Highway Bridge Program and included testing of earthwork, hot-mix asphalt, and structural concrete.

Calaveras County | Hogan Dam Road Bridge Replacement Project, Calaveras County, CA - Mr. Cortez provided laboratory testing services to this project which installed a new bridge at the existing low water crossing of Hogan Dam Road and Bear Creek. The \$4.9 million project was funded through the Federal Highway Bridge Program and required support for earthwork including structure backfill, structural concrete and prefabricated concrete construction elements.

Stanislaus County | Santa Fe Road Bridge Replacement Project, Stanislaus County, CA - The \$14.3 million bridge replacement project was necessary after the existing bridge was deemed to be functionally obsolete and was largely funded with federal and state funds. Mr. Cortez served as BSK's lab manager for support to the earthwork, concrete, and steel elements during construction.



Qualifications

Certifications:

NICET Materials Soil
NICET Materials Concrete
NICET Materials Asphalt
NICET Geo Generalist
NICET Geo Construction
NICET Geo Laboratory
NICET Highway Materials
ACI -Concrete Field
Testing
ACI -Strength Testing
Nuclear Moisture/Density
Gauge
Nuclear Gauge Radiation
Safety Officer
OSHA 10-hour
Construction
Caltrans: 105, 106, 125,
201, 202, 205, 206, 207,
216,
217, 226, 227, 229, 234,
235, 301, 304, 308, 309,
366,367, 370, 371, 375,
382, 504, 518, 521, 523,
524, 533, 539, 540, 543,
552, 556, 557, LP-1, LP-2,
LP-3, LP-4, LP-5, LP-6, LP-
7, LP-9, and Superpave
AAHSTO and ASTM test
methods

Experience:

BSK Associates, 2016 to
Present
2014 – 2015, MTGL,
Anaheim Lab Manager,
2005 – 2013, Earth
Systems.
Senior Laboratory Tech III

Scott Orr – Senior Engineering Technician



Professional Background:

Mr. Orr has over 7 years of experience performing laboratory testing and field inspection of asphalt, soils, concrete and fireproofing. His primary focus includes field testing of soils, hot-mix asphalt pavement and concrete in accordance with Caltrans specifications and test methods. He also performs specialty testing including proof-load and torque testing. His materials testing laboratory experience includes performing strength testing of concrete, mortar, grout, shotcrete and CMU, as well as moisture-density relationship evaluation (curves), sieve analysis, sand equivalent and plasticity index testing for soils and aggregates.

Select Project Experience:

Holman Road Bridge Over Bear Creek, Stockton, CA - Constructed in accordance with the 2018 Caltrans Standard Plans and Specifications, Mr. Clark and BSK supported the the Holman Road Bridge over Bear Creek Project with materials testing and source inspection services. The project is a privately funded project that includes construction of a new 3 span cast-in-place, prestressed slab bridge, supported by cast-in-drilled-hole concrete piles. Mr. Clark served as one of BSK's primary materials testing technicians on the project providing sampling and testing of earthwork and concrete.

Crows Landing Road Bridge Replacement Project, Stanislaus County, CA - BSK served as materials testing subconsultant to HDR for this federally funded, 723-foot, 5-span, post-tensioned box girder bridge replacement project that was constructed in accordance with Caltrans Standard Specifications. Mr. Orr served as lead materials tester for support to the earthwork and concrete elements during construction.

State Route 120/Union Road Diverging Diamond Interchange, City of Manteca, Manteca, CA (2019 2020) - Engineering Technician – This project is a Type L-9 interchange which will replace the existing two-lane bridge with over SR 120 with a Diverging Diamond Interchange. BSK provided quality assurance materials testing services to the project Resident Engineer. Quality Assurance testing includes soils, aggregate base, hot-mix asphalt, and concrete, as well as Source Inspection for structural elements. The Source Inspection scope includes prefabricated concrete and steel items, as well as anchorage, reinforcing steel and prestressing tendons.

Stanislaus County, Warnerville Road and Bentley Road Roadway Reconstruction, Stanislaus County, California -- Primary field materials testing services are being provided by Mr. Orr for this task order to BSK's materials testing on-call contract with the County. The project incorporates two methods of full-depth reclamation of existing materials (Lithtec and Cement Stabilization) on Warnerville and Bentley Roads, along with Hot-Mix Asphalt pavement and chip seal application. Concrete field testing included sample fabrication, air content, unit weight, temperature and slump measurements.

Stanislaus County, Santa Fe Road Bridge Replacement Project, Stanislaus County, California -- The \$14.3 million bridge replacement project was necessary after the existing bridge was deemed to be functionally obsolete and was largely funded with federal and state funds. Mr. Orr serves as BSK's primary materials tester for support to the earthwork, concrete, and reinforcing steel elements during construction.



Qualifications

Registrations / Certificates:

Caltrans CTM 105,
106, 216, 231, 375,
504, 518, 539, 540,
543, 552, 556, 557

ACI Concrete Field
Technician Grade I

CPN Nuclear Gauge
Operator

Education:

Las Positas / Chabot
Community College,
Livermore, California

Experience:

BSK Associates-2016
to Current

APPENDIX

DETAILED SCOPE OF SERVICE

SCOPE OF SERVICES

Task 1: Construction Management Services During Construction

2.0 Review Final Contract Documents

During the pre-construction phase, the entire NV5 CM team will review the contract documents, including the plans, specifications, engineer's estimate, schedule, RE pending file, Environmental Permits, Geotechnical Report, and any other agreements. Our review will identify required submittals, order of work, any schedule constraints, restricted work windows and overall contract requirements. Any findings of this review will be compiled in a review log by the Resident Engineer and shared with the City and O'Dell Engineering. The Resident Engineer will track these comments until they are resolved. Once the review comments have been addressed, several potential activities may be conducted to minimize risk or save money, time or enhance safety or public convenience. These activities may include the following:

- Hold smaller internal meetings prior to the pre-construction meeting to gain a deeper understanding of the City's needs and discuss the findings of the project document review.
- Early coordination meetings with third-party stakeholders.

These coordination activities will be undertaken by the Resident Engineer. All findings and conclusions resulting from this task will be conveyed to the project team prior to construction.

2.1 Preconstruction Meeting

The NV5 Team will coordinate and lead a preconstruction conference with the construction Contractor, the City and other stakeholders after contract approval and before start of work to review the project and discuss coordination efforts. This meeting will be used to establish managerial and administrative procedures with the Contractor to ensure efficient startup and execution of the project. This is also an opportunity to exchange important submittal timelines, establish the point of contact for the Contractor and the City and create a complete contact list. The NV5 Team will prepare and distribute an agenda and meeting minutes.

2.2 Mobilization

The NV5 Team will collaborate with the Contractor in before work starts to establish meeting time and locations on or near the project site to discuss work on a daily basis and perform weekly progress meetings. Our office engineer will set up a share file for all project documentation.

2.3 Project Coordination & Correspondence

2.3.1 Coordination with Stakeholders

NV5 will serve as the lead for communicating and coordinating with the Contractor, utility companies and other agencies. We will keep all parties informed of contractual issues, construction progress, and project needs and take the lead in resolving field issues. We also coordinate construction staking and material testing.

2.3.2 Interaction with City Staff and Designer

Team interaction with these groups is a primary function of construction management services. For the project to run smoothly, the NV5 Resident Engineer, Brad Riel, and will serve as the focal point for coordination with the City, O'Dell Engineering, Contractors, surveyors, materials testers, water agencies, and utility companies.

2.3.3 Review City/Contractor Correspondence

NV5's Resident Engineer will constantly remain engaged in dialogue between the City's Project Manager and the Contractor. When necessary, Brad will take the lead on discussions with the Contractor regarding questions pertaining to the project.

2.3.4 Progress Meetings

The NV5 Team will hold weekly progress meetings with the construction Contractor to review construction progress and discuss his upcoming two-week schedule. We will record and distribute minutes of the meetings, assigning action items, responsibilities, and documenting project trends. The NV5 Team will keep minutes and submit them weekly to the City.

2.3.5 Labor Compliance

NV5 will receive and review all certified payrolls from the contractor and each of its subcontractors, as required in Section 7 of the State Standard Specifications. We will conduct contractor and subcontractor interviews following City, State, and Federal guidelines, check the contractor's and subcontractor's statements of compliance, check wages for each classification of laborer or craftsperson, and verify apprentice utilization. The NV5 Team will notify the City and the contractor of all discrepancies or errors and request a corrected certified payroll. If errors or omissions persist, NV5 will enforce allowable payment withholds until compliance is met.

2.4 Schedule Management, Progress Meetings, and Reports

2.4.1 Schedule Review

The Resident Engineer will review the contractor's baseline schedule and schedule updates as required by the project's specifications. The baseline schedule analysis will include a determination of whether the critical path is correct, the activity durations are reasonable, the interrelation between activities is accurate, all permit restrictions and work-windows are represented, and the overall logic is realistic. Once the baseline schedule is approved, it will serve as the initial blueprint of the contractor's approach to

constructing the project. We will use the baseline schedule to evaluate potential delays and workaround strategies to mitigate delay impacts.

Monthly schedule updates will be reviewed for accuracy against the project records such as daily diaries, project logs, and other documentation. In addition, we will confirm that weather days, contract change orders, and work re-sequencing has been included so that impacts to the critical path can be accurately assessed.

The Resident Engineer will also prepare the Weekly Statement of Working Days as a record of weather conditions, controlling activities, and the status of working days remaining on a weekly basis. A copy will be sent to the contractor to allow them an opportunity to dispute the statement.

2.4.2 Monthly Progress Report

The NV5 Team will prepare and submit a monthly status report to the City Project Manager. The report will include the progress to date; status of submittals and change orders; potential claims; project issues; summary of working days; and progress pay estimates.

2.5 Payment Recommendations

2.5.1 Review Schedule of Values

NV5 will review the Contractor's schedule of values for all lump sum bid items, as required by the project specifications. We will review for accuracy, completeness, and reasonableness relative to overall cost vs. the individual element that make up the total lump sum. The approved values will be used for monthly progress payments and negotiating contract prices that affect lump sum items.

2.5.2 Monthly Progress Payments Recommendations

The NV5 Team will prepare and submit monthly progress payments to the City Project Manager. All individual contract pay items will be separately categorized and monitored during construction. Each item will be measured in accordance with the project specifications for the monthly payment. Our system of tracking and documenting allows for continual appraisal of quantities completed by the Contractor which enables tracking of money spent and the percentage of work completed to date. It provides a comprehensive record of progress and completion of each portion of construction. Any quantity discrepancies with the Contractor's estimate can be readily assessed and rectified. Moreover, contract item over- and under-runs will be evaluated to determine appropriate cost adjustments. Each month the final progress pay estimate will be submitted to the City's Project Manager for processing.

2.6 Requests for Information (RFI) and Material Submittals

2.6.1 RFI Management

The NV5 Team will manage Contractor-requested design clarifications during construction. The status of RFIs will be tracked in our RFI log. The NV5 Team will review and provide a response when appropriate. RFIs which might impact the design intent will be submitted to O'Dell Engineering and/or the City. If necessary, we will conduct meetings with the Contractor and other parties to discuss and resolve RFIs.

2.6.2 Submittal Management

Contract provisions identify specific items to be provided by the Contractor which are subject to review. When we receive submittals from the Contractor, they will be logged in by date of receipt. The NV5 Team will then review these submittals and forward them to O'Dell Engineering, and/or the City when appropriate. If necessary, we will conduct meetings with the Contractor and other parties to discuss the more complex submittals.

2.7 Contract Change Orders (CCOs)

The NV5 Team will review, analyze, negotiate, recommend, and prepare contract change orders and cost reduction incentive proposals. This will include coordination with City Project Manager for recommended revisions and ultimate approval. If change order work must begin prior to the execution of the CCO, the NV5 Team will prepare a Field Order on the first day and submit it to the Contractor and the City. The change order document will be prepared immediately following the Field Order, with input from O'Dell Engineering, as necessary. Change order work will then be tracked in the field and documented to substantiate accurate payment to the Contractor.

2.8 Construction Observation/Inspection Services

2.8.1 Field Inspection Documentation

The NV5 Team serves as the front line of quality assurance of the Contractor's work, and acts as the eyes and ears for identifying potential problems such as conflicts, schedule issues, and design ambiguities before they occur. Primary inspection services will include the following:

- Provide day-to-day written inspection reports on all activities performed by the Contractor.
- Determine whether work complies with the contract documents, City's standards, Caltrans' requirements, and project permits, and approve/reject work accordingly.
- Document work performed, manpower, and extra work through daily diaries.
- Verify that the contractor is implementing the safety plan and safe practices in accordance with Cal/OSHA regulations.
- Schedule quality assurance material testing with the testing laboratory, and coordinate corrective measures, as required, for failing materials.
- Identify any potential flaws in the constructed product and provide feedback on proposed remedial action from the contractor.

- Perform quantity calculations based on completed work for progress payments.
- Take progress photos of the work and field conditions.
- Maintain punch lists used to facilitate a final inspection with the City Project Manager.

2.8.2 Daily Quantities

Daily diaries will be the core of the project documentation. The diaries will include activities performed, Contractor personnel and equipment used on the project, and important conversations and decisions. Additionally, the diaries will include daily measurements of bid items completed. This data will be used to prepare the Contractor's progress payments. The Resident Engineer will review these diaries and summarize the information in the monthly status reports.

2.9 Claims Management

The NV5 Team will take the lead in the resolution of any contract claims for this project during the construction contract period. We will manage potential claims in accordance with the requirements as addressed in the Caltrans Standard Specifications. This includes corresponding with the Contractor, tracking dates, providing claims administration, assembling supporting evidence, and preparing documents. We will draft position papers and be available to present the City position through the City's claims process. The NV5 Team will also be available to provide additional claims resolution support if further action is required. Claim resolution work, if necessary, is typically handled in the post-construction services and will be performed as an extra work item because the amount of work cannot be determined ahead of time.

2.10 Record Drawings

NV5 will meet with the Contractor monthly to compare the as-built drawings. These drawings kept by the Contractor shall include all field changes and as-built conditions. A set of as-built drawings will be maintained in the construction field office by NV5.

2.11 Project Coordination and Correspondence

2.11.1 Coordination with Contractor, Utility Companies and Specialty Services

NV5 will serve as the lead for communicating and coordinating with the Contractor, utility companies and third-party stakeholders, such as Caltrans and the City of Riverbank. NV5 will review the Contractor's baseline schedule to identify conflicts with staging and traffic management plans.

We will keep all parties informed of contractual issues, construction progress, and project needs and take the lead in resolving field issues.

2.11.2 Review Traffic Management Plans

NV5 will review traffic management plans and staging for potential conflict and adjacent or nearby projects that are already under construction. We will analyze traffic management plan conflicts between projects and recommend revisions to project construction baseline schedules as necessary to reduce the length of temporary impacts during construction to traffic. We will also perform delay analysis of critical path items.

2.12 Certified Laboratory for Soils/Materials Testing

The NV5 Team includes BSK Associates for materials testing support. They will follow the Caltrans Construction Manual for testing materials incorporated into the work. Materials will either be tested in the field or will come in the form of manufactured materials. BSK's Caltrans certified Lab is in Tracy which is less than 50 miles from the bridge. Material will be accepted for use in the work as follows:

FIELD MATERIALS TESTING: Materials testing will include material compliance sampling and testing per project specifications, the Stanislaus County Quality Assurance Program (QAP) Manual, and the Caltrans Construction Manual "Frequency Tables." Anticipated field materials are as follows:

- Roadway Excavation and Import Borrow
- Structure Backfill (drainage systems)
- Aggregate Base
- Hot Mix Asphalt Pavement

MANUFACTURED MATERIALS: Manufactured materials will be accepted based upon the project's Source Inspection Quality Management Plan (SIQMP). According to the SIQMP, materials will be released based on either source inspection, field inspection, manufacturer's data sheets, and/or certificates of compliance. BSK will perform all required source inspections. The Resident Engineer will confirm that all materials have been inspected and released in accordance with the project specifications and the SIQMP. Some of the anticipated manufactured materials include:

- Light poles
- Rebar

Task 7 – Construction Surveying

Construction staking required for construction is to be provided by the City's surveyor. NV5 will manage and provide coordination with the City's surveyor for all construction survey services. We will keep a log of survey requests and check if areas are ready when the requests are submitted by the Contractor.

Task 8 Storm Water Pollution Prevention Plan (SWPPP)

While SWPPP compliance is the Contractor's responsibility, NV5's subconsultant, Tully Consulting Group, will provide a Qualified SWPPP Developer (QSD) and Practitioner (QSP) on the team to verify that the Contractor's implementation of the SWPPP has been implemented, inspected and reported in accordance with the State Water Resources Control Board's (SWRCB) General Construction Permit (GCP). SWPPP monitoring items include:

- Review Contractor's SWPPP for the Risk Level 2 project.
- Verifying Contractor has taken responsibility for the SWPPP in the SMARTS system.
- Verify appropriate and effective BMPs are in place by performing weekly SWPPP oversight inspections.

- Document ineffective BMPs and recommend changes.
- Verify the Contractor's inspections, documentation and sampling are in accordance with the 2022 GCP.
- Verify work activities are following the current SWPPP, and if they are not, verify that a SWPPP amendment is created and submitted in the SMARTS system.
- Verify illicit discharges, if any, are reported.
- Verify annual report has been filed on the SMARTS system.

Task 9 Other Services

For your consideration, the following tasks are optional services that we typically include in some of the more complex projects that we oversee.

9.1 Claims Assistance

The NV5 Team will be available to provide additional claims resolution support if further action is required after project close-out. Claims resolution work, if any, is typically performed in the post construction services and will be performed as an extra work item because the amount of work cannot be determined ahead of time.

Task 10 Post Construction Services (Close Out) Claims

10.1 Perform Final Inspection

Items to be corrected or furnished by the Contractor before project acceptance will be put in the form of a punch list as the work nears completion. The NV5 Team will conduct a final inspection with representatives of the City and the Contractor before acceptance of the project.

10.2 Receive Record Drawings

Deviations from the design drawings during construction will be noted as they occur on a set of as-built drawings kept by the Contractor. The NV5 Team will review the individual marked up as-built plans as provided by the Contractor and compile these drawings. These revisions will be documented on one marked up copy of the project plans and provided to O'Dell Engineering for preparation of the final record drawings.

10.3 Prepare Final Pay Request

After project acceptance, the NV5 Team will prepare a proposed final estimate (PFE) to allow the Contractor to make exceptions to the final amount of compensation. Prior to submitting the PFE, we will meet with the Contractor to attempt to agree on final payment for all contract items and change orders. If the Contractor still objects to the PFE, we will assist the City in negotiating final payment with the Contractor and processing the final estimate.

10.4 Prepare Final Reports & Deliver Project Files

Following completion of work, the NV5 Team will assist the City with completing the necessary final reports as indicated in Chapter 17, "Project Completion" of the Caltrans Local Assistance Procedures Manual. All project files will then be delivered to the City.



N V 5 Beyond Engineering

CITY OF RIVERBANK

Professional Design Service Agreement

THIS AGREEMENT is made and entered into on this _____ day of _____, 2024, by and between the City of Riverbank, a political subdivision of the State of California, hereinafter referred to as "CITY" and NV5, Inc. hereinafter referred to as "CONSULTANT".

Project Information

Name:	State Highway 108 (Callander Avenue) Reconstruction & Crosswalk Project
Federal Project Number:	STPCML 5255(061)
City Contract Number:	2024-1
Consultant's Compensation:	\$187,288.29
Estimated Start & End Date:	August 2024 – October 2024

Scope of Services

Provide All-Inclusive Construction Management Services including Construction Management & Inspection Services and Construction Contract Administration

Contract Provisions

Section 1:	Caltrans Mandatory Fiscal and Federal Provisions
Section 2:	City of Riverbank Provisions
Exhibit A:	Scope of Services
Exhibit B:	Insurance Requirements
Exhibit C:	Fee Schedule

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

SECTION 1

CALTRANS MANDATORY FISCAL & FEDERAL PROVISIONS

ARTICLE I – INTRODUCTION

- A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

NV5, Inc.

Incorporated in the State of California

The name of the "LOCAL AGENCY" is as follows:

CITY OF RIVERBANK

The Contract Administrator for LOCAL AGENCY will be Kathleen Cleek

- B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated June 24, 2024. The approved CONSULTANT's Cost Proposal is attached hereto Exhibit C and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.
- D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of City.
- E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

- G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from City under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.
- H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine, if CONSULTANT 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. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

ARTICLE III STATEMENT OF WORK

CONSULTANT Services

The required Consultant services are described in the project Request for Proposal and outlined in the Consultant's Scope of Work (attached) as submitted in the proposal.

- A. Surveys
Land Surveying services will be performed as outlined in the Request for Proposals and the consultant proposed Scope of Services (attached).
- B. Subsurface Investigations
Geotechnical and Archaeological services will be performed as outlined in the Request for Proposal and the consultant proposed Scope of Services (attached).
- C. Local Agency Obligations
The City will provide to the CONSULTANT, for reference, any and all existing record files, drawings, and technical studies for the project site as they are available.
- D. Conferences, Site Visits, Inspection of Work
The required Consultant services are described in the project Request for Proposal and outlined in the Consultant's Scope of Work (attached) as submitted in the proposal.
- E. Checking Shop Drawings

The CONSULTANT will be required to check shop drawings, if applicable to the project, as described and outlined in the Construction Support scope of work.

F. CONSULTANT Services During Construction

The CONSULTANT will be required to support the project during the construction phase, as described and outlined in the Construction Support scope of work.

G. Documentation and Schedules

The CONSULTANT will be required to submit monthly schedule updates along with various technical reports, drawings, exhibits, engineered drawings, and specifications as outlined in the consultant Scope of Work (attached).

H. Deliverables and Number of Copies

The CONSULTANT will be required to submit monthly schedule updates along with various technical reports, drawings, exhibits, engineered drawings, and specifications as outlined in the consultant Scope of Work (attached).

ARTICLE IV PERFORMANCE PERIOD

A. This AGREEMENT shall go into effect on July 23, 2024, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after 1 notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on December 31, 2024, unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT 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 CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- G. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT 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 Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

City of Riverbank
Development Services Administration Department
Laura Graybill, Sr. Project Coordinator
6707 Third Street
Riverbank, CA 95367

- H. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$187,288.29.
- I. 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.

ARTICLE VI – TERMINATION

- A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to

that date, whether completed or not.

ARTICLE VII – COST PRINCIPALS AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

ARTICLE VII - COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII - RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX - AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'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 LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an

incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
 3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In

this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X - SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no sub-agreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL 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 LOCAL AGENCY's obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any sub-agreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.
- E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.
- F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

- G. Prompt Payment of Withheld Funds to Subconsultants

The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT 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 CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
 - 1. CONSULTANT 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 five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY 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 LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
 - 2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
 - 1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
 - 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day

following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
 5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.
- F. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
 3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
 4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the CONSULTANT of the project is not liable

for the penalties described above unless the CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the CONSULTANT fails to comply with all of the following requirements:

- a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
 6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the sub-agreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices.

and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.
- C. The CONSULTANT 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 AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV - REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV - NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and

Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. 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.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVI - DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 - 3. Does not have a proposed debarment pending; and
 - 4. 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.

- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVII - DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTS who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is 0%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in [Exhibit 10- O2: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and

appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

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 recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Substitution of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY'S consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid. The LOCAL AGENCY authorizes a request to use other forces or sources of materials if CONSULTANT shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and the DBE with 5 days to respond to the notice and advise CONSULTANT and the LOCAL AGENCY of the reasons why the use of other forces or sources of materials should not occur.

CONSULTANT'S request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from CONSULTANT to the DBE regarding the request.
3. Notices from the DBEs to CONSULTANT regarding the request.

If a listed DBE is terminated or substituted, CONSULTANT must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold \$10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing

work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, 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.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT 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 CUF.
- J. 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 CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.
- L. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XVIII - INSURANCE

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence.
- B. The Certificate of Insurance will provide:
 - 1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to LOCAL AGENCY.
 - 2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
 - 3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the

policy.

- C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

ARTICLE XIX - FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT 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 AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XX - CHANGE IN TERMS

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXI - CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT 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 CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXII - DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and City Manager who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY 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 CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXIII - INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXIV - SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT 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 Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT 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.

ARTICLE XXV - OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.

- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.
- 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. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT 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.

ARTICLE XXVI - CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVII - CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the

contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

ARTICLE XXVIII - NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT 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 CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXIX - EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXX - PROMPT PAYMENT

The LOCAL AGENCY shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the LOCAL AGENCY shall act in accordance with both of the following:

- (1) The LOCAL AGENCY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
- (2) The LOCAL AGENCY must return any payment request deemed improper by the LOCAL AGENCY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

ARTICLE XXXI - NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be affected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

NV5, Inc.
Brad Riel, Project Manager
2525 Natomas Park Drive, Suite 350
Sacramento, CA 95833

LOCAL AGENCY:

City of Riverbank
Development Services Administration Department
Kathleen Cleek, Development Services Administration Manager
6707 Third Street
Riverbank, CA 95367

ARTICLE XXXII - CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXIII - SIGNATURES

City of Riverbank

Marisela H. Garcia
City Manager

NV5, Inc.

Brad Riel
Project Manager

SECTION 2 CITY OF RIVERBANK PROVISIONS

1.0 PROFESSIONAL SERVICES TO BE PROVIDED BY CONSULTANT

1.1 Scope of Services: Consultant shall provide the professional services described in the City's Request for Proposal ("RFP") and Consultant's Response to City's RFP (the "Response") which are incorporated by reference in Section 2.0 entitled "Contract Documents".

1.2 Professional Practices: All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also represents that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3 Representations: Consultant represents that it has reviewed the RFP and that in its professional judgment the services to be performed under this Agreement can be performed within the maximum fee set forth in (Section 3.1 - Compensation) attached hereto. Consultant represents that it is qualified to perform the professional services required by this Agreement and possesses the necessary licenses and permits required to perform said services. Consultant represents that it has no interest and shall not acquire any interest direct or indirect which conflicts, or has the appearance of conflicting, in any manner or degree with the performance of the work and services under this Agreement.

1.4 Compliance with Laws: Consultant agrees that it shall perform the services required by this Agreement in compliance with all applicable Federal and California laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.5 Non-Discrimination: During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

1.6 Non-Exclusive Agreement: Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7 Delegation and Assignment: This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subconsultant(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8 Subcontracting: Nothing contained in this contract or otherwise, shall create any contractual relation between City and any subconsultants(s), and no subconsultant shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to City for the acts and omissions of its subconsultant(s) 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 Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from City's obligation to make payments to the Consultant.

Consultant shall perform the services with resources available within its own organization; and no portion of the work pertinent to this agreement shall be subcontracted without written authorization by the City, except that, which is expressly identified in the approved Cost Proposal.

Any substitution of subconsultants must be approved in writing by the City.

1.9 Conflict of Interest: Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this agreement, or any ensuing City construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this agreement, or any ensuing City construction project, which will follow.

Consultant represents that it has no interest and shall not acquire any interest direct or indirect which conflicts, or has the appearance of conflicting, in any manner or degree with the performance of the work and services under this Agreement.

Consultant hereby certifies that neither Consultant, nor any firm affiliated with the Consultant will bid on any construction agreement, or on any agreement to provide construction inspection for any construction project resulting from this agreement. An affiliated firm is one, which is subject to the control of the same persons through joint ownership, or otherwise.

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 agreement shall be eligible to bid on any construction agreement, or on any agreement to provide construction inspection for any construction project resulting from this agreement.

1.10 Covenant Against Contingent Fees: Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant; to solicit or secure this agreement; and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, the local agency shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

1.11 Rebates, Kickbacks or Other Unlawful Consideration: The Consultant warrants that this agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any County employee. For breach or violation of this warranty, City shall have the right in its discretion; to terminate the agreement without liability; to pay only for the value of the work actually performed; or to deduct from the agreement price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

1.12 Prohibition of Expending State or Federal Funds for Lobbying: The Consultant certifies to the best of his or her knowledge and belief that:

No, state, federal or local agency appropriated funds have been paid, or will be paid by- or on behalf of the Consultant 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.

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 Consultant shall, complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," 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 Consultant 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.

1.13 Debarment and Suspension Certification: The Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the Consultant has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, 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 with the past three (3) years. Any exceptions to this certification must be disclosed to the City.

Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to who exceptions apply, initiating agency, and dates of actions.

2.0 CONTRACT DOCUMENTS

Contract documents consist of the following documents, including all changes, addenda, and modifications thereto:

1. Agreement and all attachments
 - a. Exhibit A- Scope of Services
 - b. Exhibit B - Insurance Requirements
 - c. Exhibit C - Fee Schedule
2. City's Request for Proposal
3. Consultant's Response

3.0 COMPENSATION AND BILLING

3.1 Compensation: Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C", attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant will be compensated on a time and materials basis, based on the hours worked by the Consultant's employees or subconsultants at the hourly rates specified in the Fee Schedule. Fee Schedule rates shall include direct salary costs, employee benefits, and overhead. The rates stated in the Fee Schedule are not adjustable during the term of this Agreement unless agreed to by both Parties upon a good showing by the Consultant for the necessity of any adjustment. Consultant's compensation under this Agreement shall in no case exceed **\$187,288.20** during the term of this Agreement. The City may retain five percent of all periodic or progress payments made to the Consultant until completion and acceptance of all work tasks and City shall have right to withhold payment from Consultant for any unsatisfactory service until such time service is performed satisfactorily.

3.2 Reimbursements: In addition to the aforementioned fees, Consultant will be reimbursed for any expenses specifically set forth in a Project Scope of Work. All such reimbursement amounts are limited to those costs and expenses that are reasonable, necessary and actually incurred by the Consultant in connection with the services provided. The City shall not pay a mark up on any item of reimbursement. The City shall not pay for any item of overhead such as telephone, facsimile, postage, etc. All requests for reimbursement shall be accompanied by a copy of the original invoice.

3.3 Additional Services: Consultant shall not receive compensation for any services provided outside the scope of services specified in Exhibit "A" unless the City or the Project Manager for the Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

3.4 Method of Billing: Consultant may submit invoices to City's Senior Project Coordinator for approval on a progress basis, but no more often than once each calendar month. Said invoice shall be based on the total of all Consultants' services that have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed and the associated percentage of tasks completed. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

3.5 Records and Audits: Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City, its Project Manager, The State, State Auditor, FHWA, or any duly authorized representative of the Federal Government for inspection and/or audit at mutually convenient times for a period of three (3) years from the termination of the Agreement.

3.6 Extension of Term of Agreement: The original Fee Schedule shall apply

to the extension of the term of the agreement unless renegotiated and approved by both parties in writing.

3.7 Cost Principles: The Consultant 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 allowability of cost individual items.

The Consultant 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.

Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to the City.

All subcontracts in **excess** of \$25,000 shall contain the above provisions.

4.0 TIME OF PERFORMANCE

4.1 Commencement and Completion of Work: The professional services to be performed pursuant to this Agreement shall commence within five (5) days after City delivers its Notice to Proceed. Said services shall be performed in strict compliance with the Project Schedule. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

4.2 Excusable Delays: Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.3 Completion of Agreement: This Agreement shall be completed no later than **December 31, 2024**, unless extended by amendment.

5.0 COMPENSATION AND TERMINATION

5.1 Compensation: In the event of termination. City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth in Exhibit "C". In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

5.2 Notice of Termination: The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

5.3 Documents: In the event of termination of this Agreement, all documents.

prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps, reports, correspondence, and all electronic files shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at County's sole risk and without liability or legal expense to Consultant.

6.0 INSURANCE REQUIREMENTS

6.1 Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached "Exhibit B."

7.0 INDEMNIFICATION

7.1 Indemnification: To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the City and its officers, directors, officials, agents, employees, volunteers and representatives (collectively, "Indemnitee") from and against any and all claims, suits, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, (collectively, "losses") which are founded upon, arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors, excluding, however, such liabilities caused in part by the sole negligence, active negligence or willful misconduct of the City, its agents, employees, and representatives. These indemnification obligations shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of non-delegable duty. Nothing in this Agreement, including the provisions of this paragraph, shall constitute a waiver or limitation of any rights which Indemnitee may have under applicable law, including without limitation, the right to implied indemnity.

7.2 Duty to Defend: The duty of Consultant to indemnify and save harmless as set forth herein, shall include both the duty to indemnify and at Consultant's own cost and expense the duty to defend as set forth in Section 2778 of the California Civil Code and as limited in section 2782.8 of the California Civil Code.

7.3 Duty to Cooperate: Each party shall notify the other party within ten (10) days in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement. Specifically, Consultant shall take all steps necessary to assist the City in the defense of any claim brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project.

7.4 Patent Rights: Consultant represents that professional services provided by Consultant pursuant to this Agreement does not infringe on any other copyrighted work. Consultant shall defend, indemnify and hold harmless the City from all loss, cost, damage, expense, liability or claims, including attorneys' fees, court costs, litigation expenses and expert consultant or witness fees, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by the City of any articles or services supplied under this agreement.

The foregoing provisions in this section "Indemnification" shall survive the term and termination of this Agreement.

8.0 GENERAL PROVISIONS

8.1 Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

8.2 Representatives: The City Manager, or her designee, shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement. Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

8.3 Project Managers: City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

8.4 Designated Personnel: A material covenant of this agreement is that the Consultant shall assign the individuals designated below to perform the functions designated so long as they continue in the employ of the Consultant. The designated individuals shall, so long as their performance continues to be acceptable to City, remain in charge of the services for the Project from beginning through completion of services.

- a. Project Manager: Brad Riel, P.E
- b. Lead/Manager: Brad Riel, P.E

8.5 Removal of Personnel or Sub-Consultants: If the City, in its sole discretion at any time during the term of this agreement, desires the removal of any person or sub-consultant assigned by Consultant to perform services, then the Consultant shall remove such person or consultant immediately upon receiving notice from the City.

8.6 Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

If to City: Kathleen Cleek
City of Riverbank
Development Services Administration Department
6707 Third Street
Riverbank, CA 95367

If to Consultant: Brad Riel
NV5, Inc.
2525 Natomas Park Drive, Suite 350
Sacramento CA 95833

8.7 Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

8.8 Claims Filed by County's Construction Contractor: If claims are filed by County's construction contractor relating to work performed by Consultant's personnel, and additional information or assistance from Consultant's personnel is required in order to evaluate or defend against such claims; Consultant agrees to make its personnel available for consultation with City's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

Consultant's personnel that City considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from City. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for Consultant's personnel services under this contract.

8.9 Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Stanislaus County, California.

8.10 Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

8.11 Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

8.12 Confidentiality: The Consultant agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

Permission to Disclose information on one occasion, or public hearing held by the City relating to the contract, shall not authorize the Consultant to further disclose such information, or disseminate the same on any other occasion.

The Consultant shall not comment publicly to the press or any other media regarding the contract or the City's actions on the same, except to the City's staff, Consultant's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

The Consultant 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.

Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

8.13 National Labor Relations Board Certification: In accordance with Public Contract Code Section 10296, Consultant 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 Consultant with the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

8.14 Ownership of Documents: Any interest, including copyright interests, of Consultant or its contractors or subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of City. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the City. In the event that it is ever determined that any works created by Consultant or its subconsultants under this Agreement are not works for hire, Consultant hereby assigns to City all copyrights to such works. With the City's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.

8.15 Reuse of Design Documents: Should the City desire to reuse the documents specified above and not use the services of the Consultant, then the City agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the City releases Consultant and its subconsultants from all liability associated with the reuse of such documents.

8.16 Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subconsultants, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualifies as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs County of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

8.17 Responsibility for Errors: Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

8.18 Order of Precedence: In the event of inconsistency among any of the Contract Documents, the following order of precedence applies:

1. This agreement shall prevail over all other documents;
2. The attachments to this agreement shall prevail over the RFP and Response;
3. The RFP shall prevail over the Response; and,
4. Section 2– City of Riverbank Provisions shall prevail over Section 1 - Exhibit 10-R-A&E Agreement Language.

8.19 Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

8.20 No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

8.21 Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

8.22 Amendments: This Agreement may be amended only by a writing executed by the parties hereto or their respective successors and assigns. **Waiver:** The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

8.23 Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

8.24 Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic format (e.g., ".pdf" or ".tif") shall be effective as delivery of a manually executed counterpart of this Agreement.

8.25 Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers:

CITY OF RIVERBANK

NV5, Inc.

By: _____

Marisela H. Garcia
City Manager

By: _____

Brad Riel
Vice President
Civil Program Management

APPROVED AS TO FORM:

By: _____

City Attorney

EXHIBIT A

SCOPE OF SERVICES

SCOPE OF SERVICES

Task 1: Construction Management Services During Construction

2.0 Review Final Contract Documents

During the pre-construction phase, the entire NV5 CM team will review the contract documents, including the plans, specifications, engineer's estimate, schedule, RE pending file, Environmental Permits, Geotechnical Report, and any other agreements. Our review will identify required submittals, order of work, any schedule constraints, restricted work windows and overall contract requirements. Any findings of this review will be compiled in a review log by the Resident Engineer and shared with the City and O'Dell Engineering. The Resident Engineer will track these comments until they are resolved. Once the review comments have been addressed, several potential activities may be conducted to minimize risk or save money, time or enhance safety or public convenience. These activities may include the following:

- Hold smaller internal meetings prior to the pre-construction meeting to gain a deeper understanding of the City's needs and discuss the findings of the project document review.
- Early coordination meetings with third-party stakeholders.

These coordination activities will be undertaken by the Resident Engineer. All findings and conclusions resulting from this task will be conveyed to the project team prior to construction.

2.1 Preconstruction Meeting

The NV5 Team will coordinate and lead a preconstruction conference with the construction Contractor, the City and other stakeholders after contract approval and before start of work to review the project and discuss coordination efforts. This meeting will be used to establish managerial and administrative procedures with the Contractor to ensure efficient startup and execution of the project. This is also an opportunity to exchange important submittal timelines, establish the point of contact for the Contractor and the City and create a complete contact list. The NV5 Team will prepare and distribute an agenda and meeting minutes.

2.2 Mobilization

The NV5 Team will collaborate with the Contractor in before work starts to establish meeting time and locations on or near the project site to discuss work on a daily basis and perform weekly progress meetings. Our office engineer will set up a share file for all project documentation.

2.3 Project Coordination & Correspondence

2.3.1 Coordination with Stakeholders

NV5 will serve as the lead for communicating and coordinating with the Contractor, utility companies and other agencies. We will keep all parties informed of contractual issues, construction progress, and project needs and take the lead in resolving field issues. We also coordinate construction staking and material testing.

2.3.2 Interaction with City Staff and Designer

Team interaction with these groups is a primary function of construction management services. For the project to run smoothly, the NV5 Resident Engineer, Brad Riel, and will serve as the focal point for coordination with the City, O'Dell Engineering, Contractors, surveyors, materials testers, water agencies, and utility companies.

2.3.3 Review City/Contractor Correspondence

NV5's Resident Engineer will constantly remain engaged in dialogue between the City's Project Manager and the Contractor. When necessary, Brad will take the lead on discussions with the Contractor regarding questions pertaining to the project.

2.3.4 Progress Meetings

The NV5 Team will hold weekly progress meetings with the construction Contractor to review construction progress and discuss his upcoming two-week schedule. We will record and distribute minutes of the meetings, assigning action items, responsibilities, and documenting project trends. The NV5 Team will keep minutes and submit them weekly to the City.

2.3.5 Labor Compliance

NV5 will receive and review all certified payrolls from the contractor and each of its subcontractors, as required in Section 7 of the State Standard Specifications. We will conduct contractor and subcontractor interviews following City, State, and Federal guidelines, check the contractor's and subcontractor's statements of compliance, check wages for each classification of laborer or craftsperson, and verify apprentice utilization. The NV5 Team will notify the City and the contractor of all discrepancies or errors and request a corrected certified payroll. If errors or omissions persist, NV5 will enforce allowable payment withholds until compliance is met.

2.4 Schedule Management, Progress Meetings, and Reports

2.4.1 Schedule Review

The Resident Engineer will review the contractor's baseline schedule and schedule updates as required by the project's specifications. The baseline schedule analysis will include a determination of whether the critical path is correct, the activity durations are reasonable, the interrelation between activities is accurate, all permit restrictions and work-windows are represented, and the overall logic is realistic. Once the baseline schedule is approved, it will serve as the initial blueprint of the contractor's approach to

constructing the project. We will use the baseline schedule to evaluate potential delays and workaround strategies to mitigate delay impacts.

Monthly schedule updates will be reviewed for accuracy against the project records such as daily diaries, project logs, and other documentation. In addition, we will confirm that weather days, contract change orders, and work re-sequencing has been included so that impacts to the critical path can be accurately assessed.

The Resident Engineer will also prepare the Weekly Statement of Working Days as a record of weather conditions, controlling activities, and the status of working days remaining on a weekly basis. A copy will be sent to the contractor to allow them an opportunity to dispute the statement.

2.4.2 Monthly Progress Report

The NV5 Team will prepare and submit a monthly status report to the City Project Manager. The report will include the progress to date; status of submittals and change orders; potential claims; project issues; summary of working days; and progress pay estimates.

2.5 Payment Recommendations

2.5.1 Review Schedule of Values

NV5 will review the Contractor's schedule of values for all lump sum bid items, as required by the project specifications. We will review for accuracy, completeness, and reasonableness relative to overall cost vs. the individual element that make up the total lump sum. The approved values will be used for monthly progress payments and negotiating contract prices that affect lump sum items.

2.5.2 Monthly Progress Payments Recommendations

The NV5 Team will prepare and submit monthly progress payments to the City Project Manager. All individual contract pay items will be separately categorized and monitored during construction. Each item will be measured in accordance with the project specifications for the monthly payment. Our system of tracking and documenting allows for continual appraisal of quantities completed by the Contractor which enables tracking of money spent and the percentage of work completed to date. It provides a comprehensive record of progress and completion of each portion of construction. Any quantity discrepancies with the Contractor's estimate can be readily assessed and rectified. Moreover, contract item over- and under-runs will be evaluated to determine appropriate cost adjustments. Each month the final progress pay estimate will be submitted to the City's Project Manager for processing.

2.6 Requests for Information (RFI) and Material Submittals

2.6.1 RFI Management

The NV5 Team will manage Contractor-requested design clarifications during construction. The status of RFIs will be tracked in our RFI log. The NV5 Team will review and provide a response when appropriate. RFIs which might impact the design intent will be submitted to O'Dell Engineering and/or the City. If necessary, we will conduct meetings with the Contractor and other parties to discuss and resolve RFIs.

2.6.2 Submittal Management

Contract provisions identify specific items to be provided by the Contractor which are subject to review. When we receive submittals from the Contractor, they will be logged in by date of receipt. The NV5 Team will then review these submittals and forward them to O'Dell Engineering, and/or the City when appropriate. If necessary, we will conduct meetings with the Contractor and other parties to discuss the more complex submittals.

2.7 Contract Change Orders (CCOs)

The NV5 Team will review, analyze, negotiate, recommend, and prepare contract change orders and cost reduction incentive proposals. This will include coordination with City Project Manager for recommended revisions and ultimate approval. If change order work must begin prior to the execution of the CCO, the NV5 Team will prepare a Field Order on the first day and submit it to the Contractor and the City. The change order document will be prepared immediately following the Field Order, with input from O'Dell Engineering, as necessary. Change order work will then be tracked in the field and documented to substantiate accurate payment to the Contractor.

2.8 Construction Observation/Inspection Services

2.8.1 Field Inspection Documentation

The NV5 Team serves as the front line of quality assurance of the Contractor's work, and acts as the eyes and ears for identifying potential problems such as conflicts, schedule issues, and design ambiguities before they occur. Primary inspection services will include the following:

- Provide day-to-day written inspection reports on all activities performed by the Contractor.
- Determine whether work complies with the contract documents, City's standards, Caltrans' requirements, and project permits, and approve/reject work accordingly.
- Document work performed, manpower, and extra work through daily diaries.
- Verify that the contractor is implementing the safety plan and safe practices in accordance with Cal/OSHA regulations.
- Schedule quality assurance material testing with the testing laboratory, and coordinate corrective measures, as required, for failing materials.
- Identify any potential flaws in the constructed product and provide feedback on proposed remedial action from the contractor.

- Perform quantity calculations based on completed work for progress payments.
- Take progress photos of the work and field conditions.
- Maintain punch lists used to facilitate a final inspection with the City Project Manager.

2.8.2 Daily Quantities

Daily diaries will be the core of the project documentation. The diaries will include activities performed, Contractor personnel and equipment used on the project, and important conversations and decisions. Additionally, the diaries will include daily measurements of bid items completed. This data will be used to prepare the Contractor's progress payments. The Resident Engineer will review these diaries and summarize the information in the monthly status reports.

2.9 Claims Management

The NV5 Team will take the lead in the resolution of any contract claims for this project during the construction contract period. We will manage potential claims in accordance with the requirements as addressed in the Caltrans Standard Specifications. This includes corresponding with the Contractor, tracking dates, providing claims administration, assembling supporting evidence, and preparing documents. We will draft position papers and be available to present the City position through the City's claims process. The NV5 Team will also be available to provide additional claims resolution support if further action is required. Claim resolution work, if necessary, is typically handled in the post-construction services and will be performed as an extra work item because the amount of work cannot be determined ahead of time.

2.10 Record Drawings

NV5 will meet with the Contractor monthly to compare the as-built drawings. These drawings kept by the Contractor shall include all field changes and as-built conditions. A set of as-built drawings will be maintained in the construction field office by NV5.

2.11 Project Coordination and Correspondence

2.11.1 Coordination with Contractor, Utility Companies and Specialty Services

NV5 will serve as the lead for communicating and coordinating with the Contractor, utility companies and third-party stakeholders, such as Caltrans and the City of Riverbank. NV5 will review the Contractor's baseline schedule to identify conflicts with staging and traffic management plans.

We will keep all parties informed of contractual issues, construction progress, and project needs and take the lead in resolving field issues.

2.11.2 Review Traffic Management Plans

NV5 will review traffic management plans and staging for potential conflict and adjacent or nearby projects that are already under construction. We will analyze traffic management plan conflicts between projects and recommend revisions to project construction baseline schedules as necessary to reduce the length of temporary impacts during construction to traffic. We will also perform delay analysis of critical path items.

2.12 Certified Laboratory for Soils/Materials Testing

The NV5 Team includes BSK Associates for materials testing support. They will follow the Caltrans Construction Manual for testing materials incorporated into the work. Materials will either be tested in the field or will come in the form of manufactured materials. BSK's Caltrans certified Lab is in Tracy which is less than 50 miles from the bridge. Material will be accepted for use in the work as follows:

FIELD MATERIALS TESTING: Materials testing will include material compliance sampling and testing per project specifications, the Stanislaus County Quality Assurance Program (QAP) Manual, and the Caltrans Construction Manual "Frequency Tables." Anticipated field materials are as follows:

- Roadway Excavation and Import Borrow
- Structure Backfill (drainage systems)
- Aggregate Base
- Hot Mix Asphalt Pavement

MANUFACTURED MATERIALS: Manufactured materials will be accepted based upon the project's Source Inspection Quality Management Plan (SIQMP). According to the SIQMP, materials will be released based on either source inspection, field inspection, manufacturer's data sheets, and/or certificates of compliance. BSK will perform all required source inspections. The Resident Engineer will confirm that all materials have been inspected and released in accordance with the project specifications and the SIQMP. Some of the anticipated manufactured materials include:

- Light poles
- Rebar

Task 7 – Construction Surveying

Construction staking required for construction is to be provided by the City's surveyor. NV5 will manage and provide coordination with the City's surveyor for all construction survey services. We will keep a log of survey requests and check if areas are ready when the requests are submitted by the Contractor.

Task 8 Storm Water Pollution Prevention Plan (SWPPP)

While SWPPP compliance is the Contractor's responsibility, NV5's subconsultant, Tully Consulting Group, will provide a Qualified SWPPP Developer (QSD) and Practitioner (QSP) on the team to verify that the Contractor's implementation of the SWPPP has been implemented, inspected and reported in accordance with the State Water Resources Control Board's (SWRCB) General Construction Permit (GCP). SWPPP monitoring items include:

- Review Contractor's SWPPP for the Risk Level 2 project.
- Verifying Contractor has taken responsibility for the SWPPP in the SMARTS system.
- Verify appropriate and effective BMPs are in place by performing weekly SWPPP oversight inspections.

- Document ineffective BMPs and recommend changes.
- Verify the Contractor's inspections, documentation and sampling are in accordance with the 2022 GCP.
- Verify work activities are following the current SWPPP, and if they are not, verify that a SWPPP amendment is created and submitted in the SMARTS system.
- Verify illicit discharges, if any, are reported.
- Verify annual report has been filed on the SMARTS system.

Task 9 Other Services

For your consideration, the following tasks are optional services that we typically include in some of the more complex projects that we oversee.

9.1 Claims Assistance

The NV5 Team will be available to provide additional claims resolution support if further action is required after project close-out. Claims resolution work, if any, is typically performed in the post construction services and will be performed as an extra work item because the amount of work cannot be determined ahead of time.

Task 10 Post Construction Services (Close Out) Claims)

10.1 Perform Final Inspection

Items to be corrected or furnished by the Contractor before project acceptance will be put in the form of a punch list as the work nears completion. The NV5 Team will conduct a final inspection with representatives of the City and the Contractor before acceptance of the project.

10.2 Receive Record Drawings

Deviations from the design drawings during construction will be noted as they occur on a set of as-built drawings kept by the Contractor. The NV5 Team will review the individual marked up as-built plans as provided by the Contractor and compile these drawings. These revisions will be documented on one marked up copy of the project plans and provided to O'Dell Engineering for preparation of the final record drawings.

10.3 Prepare Final Pay Request

After project acceptance, the NV5 Team will prepare a proposed final estimate (PFE) to allow the Contractor to make exceptions to the final amount of compensation. Prior to submitting the PFE, we will meet with the Contractor to attempt to agree on final payment for all contract items and change orders. If the Contractor still objects to the PFE, we will assist the City in negotiating final payment with the Contractor and processing the final estimate.

10.4 Prepare Final Reports & Deliver Project Files

Following completion of work, the NV5 Team will assist the City with completing the necessary final reports as indicated in Chapter 17, "Project Completion" of the Caltrans Local Assistance Procedures Manual. All project files will then be delivered to the City.

EXHIBIT B

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performances of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

I. Commercial General Liability

- a. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Contractor's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office (ISO) form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- b. Any failure to comply with reporting provisions of the policies by Contractor shall not affect coverage provided the City.
- c. Coverage shall state that Contractor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. Coverage shall contain a waiver of subrogation in favor of the City.

II. Business Automobile Liability

- a. Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than two million dollars (\$2,000,000) per accident.

III. Workers' Compensation and Employers' Liability

- a. Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

IV. All Coverages

- a. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
- b. All self-insurance, self-insured retentions, and deductibles must be declared to and approved by the Entity. At the option of the Entity, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officials, employees and volunteers; or the Contractor shall provide a financial guarantee or Contractor shall provide a financial guarantee

satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

- c. Evidence of Insurance - Contractor shall furnish the Entity with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the Entity or on other than the Entity's, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the Entity before work commences. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.
- d. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A- VII or higher.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- 1. The entity, its officers, officials, employees, and volunteers are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor, and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, part or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance or as a separate owner's policy (C G 20 10 11 85).
- 2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- 3. 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 Civil Code.

Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

EXHIBIT C

FEE SCHEDULE



CITY OF RIVERBANK

SR108 (CALLANDAR AVENUE) RECONSTRUCTION AND CROSSWALK PROJECT - CONSTRUCTION MANAGEMENT, INSPECTION SERVICES & CONSTRUCTION CONTRACT ADMINISTRATION

TASKS 1-10

DESCRIPTION		RESIDENT ENGINEER	SENIOR INSPECTOR	OFFICE ENGINEER	SCHEDULING	MATERIALS TESTING	SWPPP OVERSIGHT (DBE)	TOTAL HOURS / FEES
Firm		Brad Biel, PE	Tony Hoack	Jennifer Williams	Rich Feldman	ISK	Tully Consulting	
Task 1 - Construction Management Services During Construction								
1.0 Construction Management Services During Construction								0
Review final contract plans, specifications, permits, agreements, utility relocation plans, easements, environmental documents, and the Resident Engineer files consisting of design engineer memos to Resident Engineer, and technical reports and studies.	10							10
2.1 Preconstruction Meeting	6							6
2.2 Mobilization	2							2
2.3 Project Coordination and Correspondence	10			10				10
2.4 Schedule Management and Reports				10	40			0
2.5 Payment Recommendations	10			10				10
2.6 Request for Information and Materials Submittals	20			10				20
2.7 Contract Change Orders	10			10				10
2.8 Construction Observation/Inspection Services			480					480
2.90 Claims Management	10							10
2.10 Record Drawings								0
2.11 Project Coordination and Correspondence	12							12
2.12 Certified Laboratory for Soil/Materials Testing						23,549		0
Task 7 - Construction Surveying								0
Task 8 - Storm Water Pollution Prevention Plan (SWPPP)							\$10,329.99	0
Task 9 - Other Services								0
Task 10 - Post Construction Services (Close Out / Claims)	16		16		4			32
Man Hour Total	106		496	76	44	N/A	N/A	
Hourly Rate Charge	\$31.57		\$202.86	\$120.10	\$193.62	N/A	N/A	
Total Fees	\$35,146.34	\$100,816.34	\$9,127.59	\$8,519.15	\$23,548.88	\$10,329.99		\$187,286.29
Total Estimated Fee by Staff Member	\$35,146.34	\$100,616.34	\$9,127.59	\$8,519.15	\$23,548.88	\$10,329.99		\$187,286.29
TOTAL CM PERSONNEL COSTS								
Anticipated Salary Increases (See Note 10)								
Per Diem (lodging, meals)								
Office / Field Supplies and Miscellaneous Expenditures								
GRAND TOTAL								\$187,286.29

Compensation Notes:

1. NV5 employee hourly rates include project-related overhead, profit, safety equipment, vehicles, laptops, and cell phones.
2. Rates subject to prevailing wage are based on CA DIR Determination NC-63-3-9-2024-1.
3. Cost proposal is based on 8-hour work shifts according to the Caltrans 5-Day Working Calendar.
4. Overtime, weekend, and holiday work is not included. Overtime hours will be paid in accordance with applicable labor law and prevailing wage rates, and are above and beyond the scope and fee of this estimate.
5. Compensation to provide construction management services required for the project shall be on a time and material basis for the necessary personnel. The above cost proposal is developed to determine a "Not to Exceed" contract.
6. Adjustments to this estimate may be required if the actual schedule requires more or less construction management services than proposed.
7. Estimated hours and totals by individual tasks and subtasks may need to be periodically rebalanced during the course of the contract and depending on actual workload.
8. This cost estimate is based on the construction phase of the project being completed within 60 working days. Time extensions (including weather delays) may result in additional CM services & fees.
9. This estimate is based on the specific scope of work described for the State Highway 108 (Callander Avenue) Reconstruction and Crosswalk project.
10. This cost estimate is based on the construction services commencing in July 2024.
11. An escalation fee of 5.0% will be applicable starting 4/1/25 and 4/1/26.

Cost Proposal

EXHIBIT 10-H1 COST PROPOSAL
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant NV5, Inc.

Project No. _____ Contract No. _____

Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Resident Engineer	Brad Riel	106	\$127.41	\$13,505.46
ARE/Construction Inspector *	Tony Hosak	496	\$77.95	\$38,663.20
Construction Inspector*	Paul Gill	0	\$72.53	\$0.00
Office Engineer	Jennifer Williams	76	\$46.15	\$3,507.40
Scheduler	Rich Feldman	44	\$74.40	\$3,273.60
				\$0.00
				\$0.00
		0		\$0.00

722

LABOR COSTS

a) Subtotal Direct Labor Costs

\$58,949.66

b) Anticipated Salary Increases (see page 2 for calculation)

\$0.00

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$58,949.66

FRINGE BENEFITS

d) Fringe Benefits (Rate 0.00%)

e) Total Fringe Benefits

[(c) x (d)] \$0.00

INDIRECT COSTS

f) Overhead

(Rate: 136.58%)

g) Overhead [(c) x (f)]

\$80,513.45

h) General and Administrative

(Rate: 0.00%)

i) Gen & Admin [(c) x (h)]

\$0.00

j) **Total Indirect Costs [(e) + (g) + (i)]** \$80,513.45

FIXED FEE (Profit)

q) (Rate: 10.00%)

k) **TOTAL FIXED PROFIT [(c) + (j)] x (q)]** \$13,946.31

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total

l) **TOTAL OTHER DIRECT COSTS** \$0.00

m) SUBCONSULTANT'S COSTS (Add additional pages if necessary)

Subconsultant 1: BSK, Materials Testing	\$23,548.88
Subconsultant 2: Tully Group, SWPPP	\$10,329.99
Subconsultant 3:	
Subconsultant 4:	
Subconsultant 5:	
Subconsultant 6:	
Subconsultant 7:	
Subconsultant 8:	

m) **TOTAL SUBCONSULTANTS** \$33,878.87

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$33,878.87

TOTAL COST [(c) +(j) + (k) + (n)] \$187,288.29

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant NV5, Inc. Contract No. Date

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$58,949.66	722	=	\$81.65	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation		
Year 1	\$81.65	+		=	\$81.65 Year 2 Avg Hourly Rate
Year 2	\$81.65	+	3%	=	\$84.10 Year 3 Avg Hourly Rate
Year 3	\$84.10	+	3%	=	\$86.62 Year 4 Avg Hourly Rate
Year 4	\$86.62	+	3%	=	\$89.22 Year 5 Avg Hourly Rate
Year 5	\$89.22	+	3%	=	\$91.90 Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	722.0	=	722.0	Estimated Hours Year 1
Year 2	0.00%	*	722.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	722.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	722.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	722.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	722.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$81.65	*	722	=	\$58,949.66	Estimated Hours Year 1
Year 2	\$81.65	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$84.10	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$86.62	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$89.22	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$58,949.66	
Direct Labor Subtotal before Escalation				=	\$58,949.66	
Estimated total of Direct Labor Salary Increase				=	\$0.00	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that the year one rates expire 03/31/25 and salary increases due to escalation for year two are effective 04/01/25.
- This assumes that the year two rates expire 03/31/26 and salary increases due to escalation for year three are effective 04/01/26.
- Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3**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 actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Lori Goodwin Title *: Vice President
 Signature :  Date of Certification (mm/dd/yyyy): 6/24/2024
 Email: lori.goodinw@nv5.com Phone Number: (559) 661.5228
 Address: 2109 W. Bullard Avenue, Suite 145, Fresno, CA 93711

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Construction Management Services

EXHIBIT 10-H COST PROPOSAL Page 1 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant: Tully Consulting Group ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant
 Project No. Callander Ave Contract No. _____ Date: 4/9/2023
Direct Labor

Classification/Title	Name	Hours	Actual Hourly Rate	Total
QSD/QSP	Robin Tully	14.0	\$81.00	\$1,134.00
QSP	Brandon Book	60.0	\$38.00	\$2,280.00
QSP/Program Director	Lindsey Rosano	10.0	\$44.10	\$441.00
Total		84.0		\$3,855.00

LABOR COSTS

a) Subtotal Direct Labor Costs \$3,855.00
 b) Anticipated Salary Increases \$411.11
 c) **TOTAL DIRECT LABOR COSTS** [(a)+(b)] \$4,266.11

INDIRECT COSTS

d) Fringe Benefits (Rate): 40.00% e) Total Fringe Benefits [(e) × (d)] \$1,706.44
 f) Overhead (Rate): 40.00% g) Overhead [(e) × (f)] \$1,706.44
 h) General and Administrative (Rate): 40.00% i) Gen & Admin [(e) × (h)] \$1,706.44
 j) **TOTAL INDIRECT COSTS** [(e)+(g) + (i)] \$5,119.33
TOTAL FIXED PROFIT
 k) [(e) + (j)] × Fixed Fee 10% \$938.54
FIXED FEE

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description	Quantity	Unit	Unit Cost	Total
Travel/Mileage Costs (supported by Consultant actual cost)				
Equipment Rental and Supplies (itemize)				
Permit Fees (itemize), Plan Sheets (each), Test Holes (each), etc.				
Subconsultant Costs (attach detailed cost proposal in same format as prime consultant)				
Title Reports				
Aerial and Photogrammetry				
Per Diem				

l) TOTAL OTHER DIRECT COSTS _____

m) SUBCONSULTANT'S COSTS (add additional pages if necessary)

Subconsultant 1: _____
 Subconsultant 2: _____
 Subconsultant 3: _____
 Tier Subconsultant 4: _____

m) TOTAL 2nd TIER SUBCONSULTANT'S COSTS _____

n) TOTAL OTHER DIRECT COSTS INCLUDING 2nd TIER SUBCONSULTANTS [(l) + (m)] _____

TOTAL COST [(c) + (j) + (k) + (n)] \$10,323.99

NOTES:

- Key Personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal Cost Principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognized agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

COST PROPOSAL 1 Page 1 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

Consultant: BSK Associates ☐ Prime Consultant ☐ Subconsultant ☒ 2nd Tier Subconsultant
 Project No. TBD Contract No. _____ Date: 6/21/2024
 Direct Labor

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Group 2 Special Inspector	TBD		\$59.27	
Group 3 Engineering Technician	TBD	40.0	\$52.06	\$2,082.40
Group 4 Engineering Technician	TBD	8.0	\$46.09	\$368.72
Sample Pickup (Engineering Technician)	TBD	4.0	\$32.16	\$128.64
Senior Professional (Senior Materials Engineer)	TBD	4.0	\$63.64	\$254.56
Senior Professional (Project Manager)	TBD	6.0	\$63.64	\$381.84
Principal (Contract Oversight)	TBD	1.0	\$82.11	\$82.11
Administrative Assistant	TBD	4.0	\$27.99	\$111.96
Total		67.0		\$3,410.23

LABOR COSTS

a) Subtotal Direct Labor Costs \$3,410.23
 b) Anticipated Salary Increases _____
 c) **TOTAL DIRECT LABOR COSTS** [(a)+(b)] \$3,410.23

INDIRECT COSTS

d) Fringe Benefits (Rate): 73.661% e) Total Fringe Benefits [(c) × (d)] \$2,512.01
 f) Overhead (Rate): 151.987% g) Overhead [(c) × (f)] \$5,183.11
 h) General and Administrative (Rate): _____ i) Gen & Admin [(c) × (h)] _____
 j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \$7,695.12

TOTAL FIXED PROFIT

FIXED FEE k) [(c) + (j)] × Fixed Fee 10% \$1,110.53

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description	Quantity	Unit	Unit Cost	Total
Travel/Mileage Costs (supported by Consultant actual cost)	12	ea	\$65.00	\$780.00
Laboratory Testig/Equipment Fees (lab testing breakdown shown on 2nd sheet)	1		\$8,507.00	\$9,061.00
DIR Project Administration	3	ea	\$300.00	\$900.00
Nuclear Guage Equipment Fee	8	ea	\$74.00	\$592.00

l) TOTAL OTHER DIRECT COSTS \$11,333.00

m) SUBCONSULTANT'S COSTS (add additional pages if necessary)

Subconsultant 1: _____
 Subconsultant 2: _____
 Subconsultant 3: _____
 Tier Subconsultant 4: _____

m) TOTAL 2nd TIER SUBCONSULTANT'S COSTS _____

n) TOTAL OTHER DIRECT COSTS INCLUDING 2nd TIER SUBCONSULTANTS [(l) + (m)] \$11,333.00
TOTAL COST [(c) + (j) + (k) + (n)] \$23,548.88

NOTES:

- Key Personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal Cost Principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognized agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

Consultant or Subconsultant BSK Associates Contract No. _____ Date 6/21/2024

[illegible]

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and just when the client will pay for them as a direct cost
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

COST PROPOSAL 1 Page 2 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours #REF!)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	1 Year Contract Duration
\$3,410.23	67	=	\$50.90	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation		
Year 1	\$50.90	+		=	\$50.90 Year 2 Avg Hourly Rate
Year 2	\$50.90	+		=	\$50.90 Year 3 Avg Hourly Rate
Year 3	\$50.90	+		=	\$50.90 Year 4 Avg Hourly Rate
Year 4	\$50.90	+		=	\$50.90 Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	67.0	=	67.0	Estimated Hours Year 1
Year 2		*	67.0	=		Estimated Hours Year 2
Year 3		*	67.0	=		Estimated Hours Year 3
Year 4		*	67.0	=		Estimated Hours Year 4
Year 5		*	67.0	=		Estimated Hours Year 5
Total	100%		Total	=	67.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.90	*	67.0	=	\$3,410.23	Estimated Hours Year 1
Year 2	\$50.90	*		=		Estimated Hours Year 2
Year 3	\$50.90	*		=		Estimated Hours Year 3
Year 4	\$50.90	*		=		Estimated Hours Year 4
Year 5	\$50.90	*		=		Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$3,410.23	
	Direct Labor Subtotal before Escalation			=	\$3,410.23	
	Estimated total of Direct Labor Salary Increase			=		Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

COST PROPOSAL 1 Page 3 of 3

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 actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Tim Rodriguez Title*: COO

Signature:  Date of Certification (mm/dd/yyyy): 6/21/2024

Email: trodriguez@bskassociates.com Phone Number: 925-872-4354

Address: 691 N. Laverne Ave., Suite 101, Fresno, CA 93727

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Quality Assurance Materials Testing Services

BSK Associates - Schedule of Fees - July 1, 2024 to June 30, 2025

PERSONNEL RATES

Escalation: The prices noted below are subject to an increase of 5% annually, effective July 1 of each year following the initiation of a services agreement.

PROFESSIONAL STAFF			
Principal	\$	299.00	Seismic GIS \$ 231.00
Senior Professional	\$	263.00	GIS Specialist \$ 200.00
Project Professional II	\$	247.00	Information Specialist II \$ 189.00
Project Professional I	\$	210.00	Information Specialist I \$ 168.00
Staff Professional II	\$	184.00	CAD \$ 126.00
Staff Professional I	\$	163.00	Litigation support 1.5x standard rate
Project Administrator	\$	116.00	Deposition / Trial 2.0x standard rate
Administrative Assistant / Clerical	\$	105.00	

TECHNICAL STAFF - FIELD AND LABORATORY (NON-PREVAILING WAGE)			
Non-Destructive Inspection/Testing	\$	173.00	<u>BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES</u>
Special Inspector	\$	147.00	Field Work from 0 to 4 hours Bill 4 hours
Engineering Technician	\$	142.00	Field Work from 4 to 8 hours Bill 8 hours
Technician	\$	137.00	Field Work over 8 hours / Saturdays Bill time and a half
Ground Penetrating Radar Scanning Technician	\$	331.00	Sundays, holidays and over 12 hours Bill double time
Core Drilling Technician	\$	257.00	Night Shift (Shift commencing after 2pm / before 4am) Base Rate x 12.5%
Floor Flatness Testing Technician	\$	221.00	Show-up time (no work performed) Bill 2 hours
Sample Pickup / Transportation / Delivery	\$	126.00	Sampling or cylinder pickup, minimum charge Bill 2 hours
Laboratory Technician	\$	137.00	

NORTHERN CA PREVAILING WAGE LABOR RATES			
Group 1 - Special Inspector	\$	189.00	<u>BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES</u>
Group 2 - Special Inspector	\$	179.00	Field Work from 0 to 4 hours Bill 4 hours
Group 3 - Engineering Technician	\$	159.00	Field Work from 4 to 8 hours Bill 8 hours
Group 3 - Geotechnical Professional	\$	194.00	Field Work over 8 hours / Saturdays Bill time and a half
Group 3 - Environmental Professional	\$	194.00	Sundays, holidays and over 12 hours Bill double time
Group 4 - Technician	\$	139.00	Night Shift (Shift commencing after 2pm / before 4am) Base Rate x 12.5%
			Show-up time (no work performed) Bill 2 hours
			Sampling or cylinder pickup, minimum charge Bill 2 hours

SOUTHERN CA PREVAILING WAGE LABOR RATES			
Group 1 - Geotechnical Professional	\$	196.00	<u>BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES</u>
Group 1 - Environmental Professional	\$	196.00	Field Work from 0 to 4 hours Bill 4 hours
Group 1 - Technician	\$	169.00	Field Work from 4 to 8 hours Bill 8 hours
Group 2 - Special Inspector	\$	179.00	Field Work over 8 hours / Saturdays Bill time and a half
Group 3 - Non-Destructive Testing (NDT)	\$	189.00	Sundays, holidays and over 12 hours Bill double time
			Premium Shift (Weekday work before 6am / after 5pm) Bill time and a half
			Show-up time (no work performed) Bill 2 hours
			Sampling or cylinder pickup, minimum charge Bill 2 hours

REIMBURSABLES			
Project Administration Fees	7% of Invoice	DIR Administration Fees	3% of Invoice
Mileage - 2x4 (Portal to Portal)	\$ 1.00	Certified Payroll / DIR Upload (Monthly)	\$ 300.00
Mileage - 4x4 (Portal to Portal)	\$ 2.00	Non-Performance Certified Payroll / DIR Upload (Monthly)	\$ 100.00
Bridge Toll	Cost + 15%	Subcontractor Management / Compliance Forms (Monthly)	\$ 100.00
Parking Fees	Cost + 15%	Additional LCP Tracker or Other Compliance Software (Monthly)	\$ 200.00
Per Diem (as required)	Quote / \$250 min.	Additional Special Forms, as required (Monthly)	\$ 150.00
Subconsultant Services	Cost + 15%	Project Setup (Project)	\$ 550.00

BSK Associates - Schedule of Fees - July 1, 2024 to June 30, 2025

SOFTWARE AND EQUIPMENT

Escalation: The prices noted below are subject to an increase of 5% annually, effective July 1 of each year following the initiation of a services agreement.

ANALYSIS SOFTWARE USAGE FEES			
gINT (software)	\$ 68.00	Slide (software)	\$ 133.00
LPIle (software)	\$ 68.00	Settle3D (software)	\$ 133.00
APIle (software)	\$ 68.00	Cpet-IT (software)	\$ 68.00
SHAFT (software)	\$ 68.00	LiqSVs (software)	\$ 68.00
GROUP (software)	\$ 133.00	ArcGIS (software)	\$ 68.00
Cliq (software)	\$ 68.00	Surfer (software)	\$ 68.00
LiquefyPro (software)	\$ 68.00	Seep/W (software)	\$ 133.00
LiqIT (software)	\$ 68.00		
EQUIPMENT			
Nuclear Gauge (Day)	\$ 74.00	10' PVC Blank - 2" (Each)	\$ 28.00
Skidmore Wilhelm Calibrator (Day)	\$ 74.00	10' PVC Blank - 4" (Each)	\$ 65.00
NDT Weld Testing Equipment - UT/MT/PT (Day)	\$ 74.00	10' PVC Screen - 2" (Each)	\$ 44.00
Proof Load Testing Equipment (Day)	\$ 74.00	10' PVC Screen - 4" (Each)	\$ 88.00
Torque Wrench (Day)	\$ 74.00	5' PVC Blank - 2" (Each)	\$ 19.00
GPR Scanning Equipment (Day)	\$ 341.00	5' PVC Blank - 4" (Each)	\$ 56.00
Rebar Locator/Pachometer (Day)	\$ 134.00	5' PVC Screen - 2" (Each)	\$ 28.00
Coring Equipment (day)	\$ 252.00	5' PVC Screen - 4" (Each)	\$ 72.00
Relative Humidity Meter (Day)	\$ 74.00	55 Gallon Drum (Each)	\$ 131.00
Moisture Emission Test Kit (Each)	\$ 50.00	6 "x 5' Steel Monument Cover (Each)	\$ 310.00
Wood Moisture Meter (Day)	\$ 74.00	Air Indicators (Each)	\$ 56.00
Air Meter (Concrete)	\$ 74.00	Combustible Gas Indicator (Day)	\$ 83.00
Laptop (Day)	\$ 79.00	Disposable Bailer (Each)	\$ 15.00
Document Scanner (Day)	\$ 34.00	HydroPunch Tip (Each)	\$ 26.00
Vehicle/Truck Charge (Day)	\$ 144.00	Lantec GEM 500 (Day)	\$ 271.00
Hand Auger (Day)	\$ 158.00	Locking Cap - 2" (Each)	\$ 26.00
Seismograph (Day)	\$ 333.00	Locking Cap - 4" (Each)	\$ 53.00
Hand-held GPS (Day)	\$ 102.00	Silicone Tubing (Foot)	\$ 9.00
Slope Inclinator Probe (Each)	\$ 525.00	Tedlar Vapor Bags (Each)	\$ 32.00
Double Ring Infiltrometer (Day)	\$ 158.00	Bottom Cap (Each)	\$ 11.00
Drilling Kit - Paint/Stakes/Lath (Each)	\$ 36.00	Disposable Purge Pump Tubing (Foot)	\$ 2.00
Drilling Supplies (Tubes / Caps)	\$ 368.00	Bison Resistivity Meter (Day)	\$ 213.00
Sample Sleeve w/ Caps/Teflon 6" (Each)	\$ 14.00	Chem Grout Pump (Day)	\$ 139.00
Manometer (Day)	\$ 259.00	DC Purge Pump (Day)	\$ 70.00
Generator	\$ 110.00	Development Pump and Controller (Day)	\$ 97.00
Power Auger	\$ 110.00	Dissolved Oxygen Meter (Day)	\$ 84.00
AC Cold Patch (Each)	\$ 20.00	Grundfos Converter (Day)	\$ 93.00
Bentonite Grout (Bag)	\$ 28.00	HydroPunch II (Each)	\$ 333.00
Bentonite Medium Chips (Bag)	\$ 26.00	Interface Meter (Each)	\$ 125.00
Bentonite Pellets (Bucket / Bag)	\$ 198.00	Kemmer Sampler (Day)	\$ 48.00
Bentonite Powder (Bag)	\$ 16.00	ORP Meter (Each)	\$ 89.00
Filter Sand (Bag)	\$ 15.00	Sample Pump (Day)	\$ 133.00
Portland Cement (Bag)	\$ 20.00	Scanning Equipment (Day)	\$ 134.00
Ready Mix (Bag)	\$ 19.00	Water Level Data Logger (Day)	\$ 103.00
Padlocks (Each)	\$ 28.00	Telescopic Wastewater Sampler (Day)	\$ 70.00
pH/EC/Temperature Meter (Day)	\$ 79.00	SVE System (Month)	\$1,470.00
PID/OVA (Day)	\$ 158.00	Combustible Gas Meter (Day)	\$ 252.00
Steam Cleaner (Day)	\$ 146.00	Water Meter (Day)	\$ 68.00
Turbidity Kit (Day)	\$ 89.00	Flow Monitoring Equipment (Day)	\$ 408.00
Water Sample Filters (Each)	\$ 29.00	Liquid Proportional Sampling Equipment (Day)	\$ 414.00
Well Sounder (Day)	\$ 63.00	Gas Detector Pump (Each)	\$ 48.00
Well Vault Traffic Rated Box (Each)	\$ 146.00	Landfill Gas Chromatograph (Day)	\$ 273.00
Bollards (Each)	\$ 125.00	Support Truck (Day)	\$ 273.00
Air Compressor (Day)	\$ 74.00	Sound Level Meter (Each)	\$ 43.00
Continuous Core Sampler (Day)	\$ 341.00	Water Level Transducers (Each)	\$ 16.00
4" Disposable Bailers (Each)	\$ 26.00	Multiparameter Env Water Meter (Day)	\$ 179.00

BSK Associates - Schedule of Fees - July 1, 2024 to June 30, 2025

MATERIALS LABORATORY TESTS

Escalation: The prices noted below are subject to an increase of 5% annually, effective July 1 of each year following the initiation of a services agreement.
Standard Rate Applies to Normal Testing Schedule. Rush Order Turnaround Time Charged at 1.5 x Standard Unit Rates.

SOILS & AGGREGATES

Modified or Standard Proctor - 4" or 6" Mold (ASTM / AA)	\$ 336.00	% Crushed Particles / Fractured Particles (CT 205/AASHTO T335)	\$ 218.00
Proctor with Oversize Material (ASTM / AASHTO)	\$ 420.00	% Flat & Elongated (ASTM D4791)	\$ 167.00
Proctor Check Point (All Methods)	\$ 180.00	Minus 200 Wash/Aggregate (ASTM C117)	\$ 110.00
Caltrans Maximum Wet Density (CT 216)	\$ 284.00	Sieve Analysis w/ Wash (ASTM C136 / CT 202 / AASHTO T27)	\$ 226.00
Minus 200 Wash Soil (ASTM D1140)	\$ 110.00	Sieve Analysis - Coarse Only (ASTM C136 / CT 202 / AASHTO T27)	\$ 110.00
Moisture Content of Soils (ASTM D2216)	\$ 47.00	Coarse Specific Gravity / Absorption (ASTM C127/CT 206/AASHTO T85)	\$ 210.00
Plasticity Index (ASTM D4318)	\$ 290.00	Fine Specific Gravity / Absorption (ASTM C128/CT 207/AASHTO T84)	\$ 210.00
Expansion Index of Soils (UBC No. 29)	\$ 311.00	Sand Equivalent (ASTM D2419 / CT 217 / AASHTO T176)	\$ 167.00
Collapse Potential of Soils (ASTM D2435)	\$ 270.00	Durability Index (CT 229)	\$ 331.00
Organic Impurities (ASTM C40 / CT 213)	\$ 110.00	Abrasion by LA Rattler, Large Size (ASTM C131/CT 211/AASHTO T96)	\$ 378.00
Tube Density & Moisture Content of Soil (ASTM D2216, D)	\$ 57.00	Abrasion by LA Rattler, Small Size (ASTM C131/CT 211/AASHTO T96)	\$ 311.00
Visual Classification (ASTM D2488)	\$ 57.00	Cleaness Value of Aggregate (CT 227)	\$ 238.00
Hydrometer (ASTM D422 / CT 203)	\$ 315.00	Aggregate Wt pcf Compacted (ASTM C 29)	\$ 117.00
Double Hydrometer (ASTM D4221)	\$ 414.00	Gradation-Rip Rap - Per Sieve (D5519-Method A)	\$ 298.00
Uncompacted Void Content (CT 234 / AASHTO T304)	\$ 147.00	Sodium Sulfate Soundness-Min. Charge (ASTM C88/CT 214/AASHTO T)	\$ 462.00
Sand Density Calibration (ASTM D1566)	\$ 231.00	Sodium Sulfate Soundness-Per Sieve (ASTM C88/CT 214/AASHTO T104)	\$ 147.00
Minimum Resistivity of Soils (CT 643)	\$ 186.00	R-Value of Soils (CT 301)	\$ 473.00
Consolidation (ASTM D2435) w/ 2 Time Rates	\$ 553.00	Soil Cement Compression - Set (ASTM D1633)	\$ 315.00
Consolidation (ASTM D2435) w/ No Time Rates	\$ 368.00	CIR / FDR Compressive Strength Testing - Set	\$ 315.00
Unconfined Compressive Strength, Soil (ASTM D2166)	\$ 147.00	CIR / FDR Sample Preparation / Compaction	\$ 289.00
Remolded Consolidation (ASTM D2435)	\$ 468.00	CBR (ASTM D1883/AASHTO T-180)	\$1,313.00
Minimum Index Density Soils (ASTM D4254)	\$ 91.00	Preparation of Soil-Cement Samples	\$ 994.00
Direct Shear Remolded (ASTM D3080)	\$ 347.00	Soluble Sulfate Chloride & Sulfide	\$ 172.00
Direct Shear (ASTM D3080)	\$ 290.00	pH Sulfate & Chloride	\$ 87.00
Remolded Direct Shear (ASTM D3080)	\$ 347.00	% Lumps/Friable Particles (ASTM C142)	\$ 107.00
Remolded Flexwall Perm (ASTM D5084)	\$ 739.00	% Organics in Soil (ASTM D2974)	\$ 181.00

HOT MIX ASPHALT

JMF Mix Design, Superpave / Caltrans	\$11,838.00	Bitumen Content - Ignition (ASTM D6307 / CT382 / AASHTO T308)	\$ 296.00
JMF Verification - HMA - Superpave / Caltrans	\$6,860.00	Oil Content Correction Factor (ASTM D6307 / CT 382 / AASHTO T308)	\$ 689.00
JMF Production Startup - Superpave / Caltrans	\$6,382.00	Gradation from Extraction (ASTM D5444 / AASHTO T30)	\$ 180.00
RAP Material Testing - Additional Fee	\$ 830.00	Bulk Specific Gravity (CT308 / AASHTO T275 / ASTM D2726)	\$ 84.00
Rubberized RHMA Material - Additional Fee	\$1,915.00	HMA Theo. Max Density Rice Method (ASTM D2041 / CT 309 / AASHTO T204)	\$ 331.00
JMF Mix Design, HVEEM	\$4,095.00	Volumetric Calculations (VMA, VFA, DP, AV, Eff. Calcs)	\$ 70.00
JMF Mix Design, Marshall	\$4,858.00	Moisture Content of Asphalt (CT 370 / AASHTO T329)	\$ 87.00
Open Graded Asphalt Optimum Bitumen Content (CT 368)	\$2,924.00	Film Stripping	\$ 117.00
Gyratory Compaction - Set of 3 (AASHTO T312)	\$ 442.00	Compaction/Preparation of HMA Briquette (CT 304)	\$ 290.00
Hamburg Wheel Track (AASHTO T324)	\$2,625.00	Stabilometer Value - Set of 3 (CT366)	\$ 368.00
Tensile Strength Ratio (CT 371 / AASHTO T283)	\$1,449.00	Lab Mixed TSR - Moisture Induced Damage (AASHTO T283 / CT 371)	\$1,943.00
Marshall Maximum Density (ASTM D6926)	\$ 386.00	Calculated AC Maximum Density (CT 367)	\$ 131.00
Marshall Stability & Flow (ASTM D6927)	\$ 331.00	Thickness Determination of AC Cores	\$ 28.00

CONCRETE & MASONRY

Compression Test Concrete - Per Cylinder (ASTM C39)	\$ 37.00	Flexural Test per Beam (ASTM C78 / CT 523)	\$ 118.00
Compression Test Concrete - Set of 4/5 (ASTM C39)	\$ 180.00	Linear Shrinkage - Set of 3 (ASTM C157)	\$ 525.00
Compression Test of Core (ASTM C42)	\$ 80.00	Unit Weight Lt Wt Concrete (ASTM C567)	\$ 74.00
Compressive Strength of Shotcrete Panel	\$ 420.00	Splitting Tensile Strength of Concrete (ASTM C496)	\$ 158.00
Compression Test Composite CMU Prism (1)	\$ 218.00	Compressive Strength CMU Block (ASTM C140)	\$ 252.00
Compression Test Grout (Set of 4)	\$ 159.00	Comp. Strength, SG, & Abs. of CMU - Per Block (ASTM C140)	\$ 290.00
Compression Test Mortar (Set of 3)	\$ 145.00	Masonry Linear Shrinkage (ASTM C426)	\$ 532.00
		Masonry Core Shear Test (Title 24)	\$ 248.00

METALS & FIREPROOFING

Tensile & Bend of Rebar #3-11	\$ 195.00	Brinell Hardness of Steel (ASTM E10)	\$ 131.00
Slip and Tensile Rebar Couplers (CT 670)	\$ 284.00	Rockwell Hardness of Steel (ASTM E18)	\$ 131.00
Bolt Proof & Ultimate Load	\$ 187.00	Face Bend of Steel Coupon	\$ 80.00
Bolt Hardness - Set of 3	\$ 131.00	Root Bend of Weld Coupon	\$ 80.00
Nut Proof Load - Set of 3	\$ 187.00	Side Bend of Weld Coupon	\$ 80.00
Nut Hardness - Set of 3	\$ 131.00	Tensile Test of Steel Coupon	\$ 110.00
Washer Hardness - Set of 3	\$ 131.00	Bend Test of Steel Coupon	\$ 95.00
Dry Density Fireproofing (ASTM E605)	\$ 125.00	Adhesion / Cohesion Fireproofing Materials	\$ 167.00



252 W. Larch Road, Suite H
Tracy CA 95304
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www.bskassociates.com

BSK Proposal No. C24001117

June 21, 2024

COST DETAIL SUMMARY

**City of Riverbank
State Highway 108 (Callander Avenue)
Reconstruction & Crosswalk Project
Quality Assurance (QA) Construction Materials Testing**

- **Group 3 – Engineering Technician (Soil / HMA / AB Sampling and Testing)**
 - Earthwork Observation, Sampling, and Compaction Testing (**Approx. 40 hours**)
 - Subgrade / Import Borrow
 - Class 2 Aggregate Base (AB) and Subbase (AS)
 - Hot Mix Asphalt (Type A)
 - Laboratory Testing (HMA, AB, Subgrade)
- **Group 4 – Technician (Concrete Sampling)**
 - Concrete Sampling, and Testing (**Approx. 8 hours**)
 - Minor Concrete, Periodic
 - Laboratory Testing (Concrete Compression, Concrete Aggregates)
- **Engineering Technician – Non PW (Sample Pickup / Transportation)**
 - Concrete Sample Pickup/Transport (**Approx. 4 hours**)
- **Quality Assurance Services Management / Administration**
 - Project Management / Reporting / Technical Supervision (**Approx. 15 hours**)
 - Certified Payroll Management and Processing



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BSK Proposal No. C24001117
June 21, 2024

COST ESTIMATE SUMMARY
City of Riverbank
State Highway 108 (Callander Avenue)
Reconstruction & Crosswalk Project
Quality Assurance (QA) Construction Materials Testing

FIELD SERVICES	DAYS	HRS/DAY	HOURS	RATE	EXTENSION
Earthwork Construction					
Group 3 - Compaction Testing Technician	6	4	24	\$186.49	\$4,475.76
Nuclear Gauge Equipment Fee	6			\$74.00	\$444.00
Trip Charge (Mileage, Bridge Toll, Parking Fees)	6			\$65.00	\$390.00
Hot Mix Asphalt Construction					
Group 3 - Compaction Testing Technician	2	8	16	\$186.49	\$2,983.84
Nuclear Gauge Equipment Fee	2			\$74.00	\$148.00
Trip Charge (Mileage, Bridge Toll, Parking Fees)	2			\$65.00	\$130.00
Concrete Construction					
Group 4 - Concrete Sampling	2	4	8	\$165.10	\$1,320.80
Sample Pickup and Delivery	2	2	4	\$115.19	\$460.76
Trip Charge (Mileage, Bridge Toll, Parking Fees)	4			\$65.00	\$260.00
FIELD SERVICES ESTIMATE					\$10,613.16

LABORATORY TESTING	FREQUENCY	SETS/UNITS	RATE	EXTENSION
Laboratory Testing - Subgrade				
Moisture-Density Curve (ASTM D1557)	1 per material	2	\$336.00	\$672.00
Laboratory Testing - Aggregate Base				\$0.00
Sieve Analysis of Fine & Coarse Aggregate (C136)	1 per project	1	\$220.00	\$220.00
Sand Equivalent (ASTM D2419)	1 per project	1	\$167.00	\$167.00
R-Value (ASTM D2844)	1 per project	1	\$473.00	\$473.00
Durability Index (CTM 229)	1 per project	1	\$331.00	\$331.00
Moisture-Density Curve (ASTM D1557)	1 per project	1	\$336.00	\$336.00
Laboratory Testing - HMA-A				\$0.00
Sieve Analysis of Fine & Coarse Aggregate (C136)	1 per 1000 tons or day	2	\$220.00	\$440.00
Sand Equivalent (ASTM D2419)	1 per 1000 tons or day	2	\$167.00	\$334.00
Ignition Oven Correction Factor	1 per material	1	\$689.00	\$689.00
Asphalt Binder Content (AASHTO T308)	1 per 1000 tons or day	2	\$296.00	\$592.00
Moisture Content of Asphalt (CT 370)	1 per 1000 tons or day	2	\$87.00	\$174.00
Maximum Theoretical Density (AASHTO T209)	1 per 1000 tons or day	2	\$331.00	\$662.00
Compaction / Preparation of HMA Briquette (CT 304)	1 per 1000 tons or day	2	\$331.00	\$662.00
Stabilometer Value - Set of 3 (CT 366)	1 per 1000 tons or day	2	\$331.00	\$662.00
HMA Core Unit Weight/ Bulk Specific Gravity (CTM 308)	Core Correlation	20	\$84.00	\$1,680.00
Concrete				\$0.00
Concrete Compressive Strength Test (Set of 5)	1 set / visit	2	\$171.00	\$342.00
Sieve Analysis of Fine & Coarse Aggregate (C136)	1 per project	1	\$220.00	\$220.00
Sand Equivalent (ASTM D2419)	1 per project	1	\$167.00	\$167.00
Cleanness Value of Aggregate (CT 227)	1 per project	1	\$238.00	\$238.00
LABORATORY TESTING ESTIMATE				\$9,061.00

BSK SERVICES ADMINISTRATION		HOURS	RATE	EXTENSION
Principal (Contract / Performance Oversight)		1	\$294.12	\$294.12
Registered Engineer (Review, support and reporting)		4	\$227.97	\$911.88
Project Manager (Field Oversight, Daily Report Review)		6	\$227.97	\$1,367.82
Administration (Data Processing, Report Prep., Field Coordination)		4	\$100.25	\$401.00
Certified Payroll / DIR Upload	Monthly	3	\$300.00	\$900.00
ADMINISTRATION ESTIMATE				\$3,874.82
TOTAL BUDGET ESTIMATE				\$23,548.98

Environmental, Geotechnical, Construction Services, Analytical Testing - An Employee-Owned Company

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 7
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed
 Consultant BSK Associates

☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Project No: _____ Contact No. _____ Participation Amount \$ _____ Date: 7/1/23

For Combined Rate	Fringe Benefit % 73.661%	+	General & Administrative % 151.987%	=	Combined ICR % 225.65%
OR					
For Home Office Rate	Fringe Benefit % 0%	+	General & Administrative % 0.00%	=	Home Office ICR % 0.00%
For Field Office Rate	Fringe Benefit % 0%	+	General & Administrative % 0.00%	=	Field Office ICR % 0.00%

FEE % = 10%
 Salary Increase % = 3.5%

Name - Job Title/Classification	Hourly Base Rates		Effective date of hourly rate		Average hourly rate	% Increase	Hourly Range for Classifications ONLY
	Straight	OT (1.5)	OT (2.0)	From To			
Principal Exempt	\$284.17 \$294.12 \$304.41 \$315.06	N/A N/A N/A N/A	N/A N/A N/A N/A	7/1/23 6/30/24 7/1/24 6/30/25 7/1/25 6/30/26 7/1/26 6/30/27	\$79.33 \$82.11 \$84.98 \$87.95	3.50% 3.50% 3.50% 3.50%	\$73.47 - \$84.13
Senior Professional Exempt	\$220.27 \$227.97 \$236.95 \$244.21	N/A N/A N/A N/A	N/A N/A N/A N/A	7/1/23 6/30/24 7/1/24 6/30/25 7/1/25 6/30/26 7/1/26 6/30/27	\$61.49 \$63.64 \$65.87 \$68.18	3.50% 3.50% 3.50% 3.50%	\$45.32 - \$68.47
Project Professional II Exempt	\$171.05 \$177.03 \$183.23 \$189.64	N/A N/A N/A N/A	N/A N/A N/A N/A	7/1/23 6/30/24 7/1/24 6/30/25 7/1/25 6/30/26 7/1/26 6/30/27	\$47.75 \$49.42 \$51.15 \$52.94	3.50% 3.50% 3.50% 3.50%	\$46.89 - \$48.60
Project Professional I Non-Exempt	\$144.65 \$149.71 \$154.95 \$160.37	\$164.84 \$170.61 \$176.58 \$182.76	\$185.03 \$191.50 \$198.20 \$205.14	7/1/23 6/30/24 7/1/24 6/30/25 7/1/25 6/30/26 7/1/26 6/30/27	\$40.38 \$41.79 \$43.26 \$44.77	3.50% 3.50% 3.50% 3.50%	\$33.60 - \$45.67

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 7
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed
 Consultant BSK Associates

☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Project No: _____ Contact No. _____ Participation Amount \$ _____ Date: 7/1/23

For Combined Rate	Fringe Benefit % 73.661%	+	General & Administrative % 151.987%	=	Combined ICR % 225.65%
For Home Office Rate	Fringe Benefit % 0%	+	General & Administrative % 0.00%	=	Home Office ICR % 0.00%
For Field Office Rate	Fringe Benefit % 0%	+	General & Administrative % 0.00%	=	Field Office ICR % 0.00%

FEE % = 10%
 Salary Increase % = 3.5%

Name - Job Title/Classification	Hourly Billing Rates		Effective date of hourly rate		Average hourly rate	% Increase	Hourly Range for Classifications ONLY
	Straight	OT (1.5)	OT (2.0)	From	To		
Staff Professional II Non-Exempt	\$119.25	\$135.89	\$162.54	7/1/23	6/30/24	\$33.29	\$30.50 - \$35.00
	\$123.42	\$140.65	\$157.88	7/1/24	6/30/25	\$34.46	3.50%
	\$127.74	\$145.57	\$163.40	7/1/25	6/30/26	\$35.66	3.50%
	\$132.21	\$150.67	\$169.12	7/1/26	6/30/27	\$36.91	3.50%
Staff Professional I Non-Exempt	\$107.89	\$122.95	\$138.01	7/1/23	6/30/24	\$30.12	\$28.50 - \$32.00
	\$111.67	\$127.26	\$142.84	7/1/24	6/30/25	\$31.17	3.50%
	\$115.58	\$131.71	\$147.84	7/1/25	6/30/26	\$32.27	3.50%
	\$119.62	\$136.32	\$153.02	7/1/26	6/30/27	\$33.39	3.50%
Project Administrator Non-Exempt	\$114.41	\$130.38	\$146.35	7/1/23	6/30/24	\$31.94	\$28.47 - \$35.00
	\$118.42	\$134.95	\$151.48	7/1/24	6/30/25	\$33.06	3.50%
	\$122.56	\$139.67	\$156.78	7/1/25	6/30/26	\$34.21	3.50%
	\$126.85	\$144.56	\$162.26	7/1/26	6/30/27	\$35.41	3.50%
Administrative Assistant Non-Exempt	\$96.86	\$110.38	\$123.90	7/1/23	6/30/24	\$27.04	\$24.00 - \$29.63
	\$100.25	\$114.24	\$128.24	7/1/24	6/30/25	\$27.99	3.50%
	\$103.76	\$118.24	\$132.73	7/1/25	6/30/26	\$28.97	3.50%
	\$107.39	\$122.38	\$137.37	7/1/26	6/30/27	\$29.98	3.50%

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2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 7
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Markups are Not Allowed
 Consultant BSK Associates

☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Project No: _____ Contact No. _____ Participation Amount \$ _____ Date: 7/1/23

For Combined Rate	Fringe Benefit % 73.661%	+	General & Administrative % 151.987%	=	Combined ICR % 225.65%
For Home Office Rate	Fringe Benefit % 0%	+	General & Administrative % 0.00%	=	Home Office ICR % 0.00%
For Field Office Rate	Fringe Benefit % 0%	+	General & Administrative % 0.00%	=	Field Office ICR % 0.00%

FEE % = 10%
 Salary Increase % = 3.5%

Name - Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Average hourly rate	% Increase	Hourly Range for Classifications ONLY
	Straight	OT (1.5)	OT (2.0)	From	To			
Special Inspector Non-Exempt	\$143.50	\$163.53	\$183.56	7/1/23	6/30/24	\$40.06		\$33.52 - \$48.00
	\$148.52	\$169.25	\$189.98	7/1/24	6/30/25	\$41.46	3.50%	
	\$153.72	\$175.18	\$196.63	7/1/25	6/30/26	\$42.91	3.50%	
	\$159.10	\$181.31	\$203.52	7/1/26	6/30/27	\$44.42	3.50%	
Engineering Technician Non-Exempt	\$111.30	\$126.83	\$142.37	7/1/23	6/30/24	\$31.07		\$25.00 - \$38.25
	\$115.19	\$131.27	\$147.35	7/1/24	6/30/25	\$32.16	3.50%	
	\$119.22	\$135.87	\$152.51	7/1/25	6/30/26	\$33.28	3.50%	
	\$123.40	\$140.62	\$157.84	7/1/26	6/30/27	\$34.45	3.50%	
Lab Technician Non-Exempt	\$86.29	\$98.34	\$110.38	7/1/23	6/30/24	\$24.09		\$20.00 - \$28.00
	\$89.31	\$101.78	\$114.25	7/1/24	6/30/25	\$24.93	3.50%	
	\$92.44	\$105.34	\$118.25	7/1/25	6/30/26	\$25.81	3.50%	
	\$95.68	\$109.03	\$122.38	7/1/26	6/30/27	\$26.71	3.50%	
Technician / Courier Non-Exempt	\$65.66	\$74.83	\$83.99	7/1/23	6/30/24	\$18.33		\$17.00 - \$20.00
	\$67.96	\$77.44	\$86.93	7/1/24	6/30/25	\$18.97	3.50%	
	\$70.34	\$80.15	\$89.97	7/1/25	6/30/26	\$19.64	3.50%	
	\$72.80	\$82.96	\$93.12	7/1/26	6/30/27	\$20.32	3.50%	

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
- For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 4 of 7
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed
 Consultant BSK Associates

☐ Prime Consultant

☒ Subconsultant

☐ 2nd Tier Subconsultant

Project No: _____

Contact No. _____

Participation Amount \$ _____

Date: 7/7/23

For Combined Rate	Fringe Benefit % 73.661%	+	General & Administrative % 151.987%	=	Combined ICR % 225.65%
OR					
For Home Office Rate	Fringe Benefit % 0%	+	General & Administrative % 0.00%	=	Home Office ICR % 0.00%
For Field Office Rate	Fringe Benefit % 0%	+	General & Administrative % 0.00%	=	Field Office ICR % 0.00%

FEE % = 10%
 Salary Increase % = Pre-Determined per DIR

Name - Job Title/Classification	Hourly Base Rates	Effective date of hourly rate	Average hourly rate	% Increase	Hourly Range for Classifications ONLY
Group 1 Special Inspector - North Determination	Straight	From	To		
Non-Exempt	\$208.73	7/1/23	6/30/24		\$58.27
Prevailing Wage	\$219.48	7/1/24	6/30/25	Pre-determined	\$61.27
Group 2 Special Inspector - North Determination		7/1/25	6/30/26	Pre-determined	\$61.27
Non-Exempt	\$201.57	7/1/23	6/30/24		\$56.27
Prevailing Wage	\$212.31	7/1/24	6/30/25	Pre-determined	\$59.27
Group 3 Engineering Technician - North Determination		7/1/25	6/30/26	Pre-determined	\$59.27
Non-Exempt	\$175.74	7/1/23	6/30/24		\$49.06
Prevailing Wage	\$186.49	7/1/24	6/30/25	Pre-determined	\$52.06
Group 4 Technician - North Determination		7/1/25	6/30/26	Pre-determined	\$52.06
Non-Exempt	\$154.35	7/1/23	6/30/24		\$43.09
Prevailing Wage	\$165.10	7/1/24	6/30/25	Pre-determined	\$46.09
	\$165.10	7/1/25	6/30/26	Pre-determined	\$46.09

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 5 of 7

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

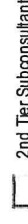
Note: Mark-ups are Not Allowed
Consultant BSK Associates



Prime Consultant



Subconsultant



2nd Tier Subconsultant

Project No:

Contact No.

Participation Amount \$

Date:

7/7/23

For Combined Rate	Fringe Benefit % 73.661%	+	General & Administrative % 151.987%	=	Combined ICR % 225.65%
OR					
For Home Office Rate	Fringe Benefit % 0%	+	General & Administrative % 0.00%	=	Home Office ICR % 0.00%
For Field Office Rate	Fringe Benefit % 0%	+	General & Administrative % 0.00%	=	Field Office ICR % 0.00%

FEE % = 10%
Salary Increase % = Per-Determined per DIR

Name - Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Average hourly rate	% Increase	Hourly Range for Classifications ONLY
	Strapint	OT (1.5)	OT (2.0)	From	To			
Group 3 NDT - South Determination Non-Exempt Prevailing Wage	\$216.58 \$230.90 \$230.90	\$246.81 \$263.13 \$263.13	\$277.04 \$295.36 \$295.36	7/1/23 7/1/24 7/1/25	6/30/24 6/30/25 6/30/26	\$60.46 \$64.46 \$64.46	Pre-Determined Pre-Determined Pre-Determined	\$60.46 \$64.46 \$64.46
Group 2 Special Inspector - South Determination Non-Exempt Prevailing Wage	\$209.41 \$223.74 \$223.74	\$238.64 \$254.97 \$254.97	\$267.87 \$286.20 \$286.20	7/1/23 7/1/24 7/1/25	6/30/24 6/30/25 6/30/26	\$58.46 \$62.46 \$62.46	Pre-Determined Pre-Determined Pre-Determined	\$58.46 \$62.46 \$62.46
Group 1 Engineering Technician - South Determination Non-Exempt Prevailing Wage	\$203.04 \$217.36 \$217.36	\$231.38 \$247.70 \$247.70	\$259.72 \$278.04 \$278.04	7/1/23 7/1/24 7/1/25	6/30/24 6/30/25 6/30/26	\$56.68 \$60.68 \$60.68	Pre-Determined Pre-Determined Pre-Determined	\$56.68 \$60.68 \$60.68

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
- For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 6 of 7

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant BSK Associates Contract No. 0 ☐ Prime Consultant ☒ Subconsultant
Project No. _____ Date 7/7/23

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$ 1.00	
Materials Laboratory Tests			Per attached schedule	
Permit / Subconsultant Fees			Cost +15%	
Equipment / Unit Costs			Per attached schedule	
Subconsultant 1:				\$ -
Subconsultant 2:				\$ -
Subconsultant 3:				\$ -
Subconsultant 4:				\$ -
Subconsultant 5:				\$ -

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL Page 7 of 7

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 actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Tim Rodriguez Title *: Chief Operating Officer
Signature:  Date of Certification (mm/dd/yyyy): 7/7/23
Email: trodriguez@bskassociates.com Phone Number: 209.914.7258
Address: 550 W. Locust Avenue, Fresno, CA 93650

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Geotechnical Engineering Services / Special Inspection and Materials Testing Services / Environmental Consulting Services

RIVERBANK CITY COUNCIL/ LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 10.1

SECTION 10: PUBLIC HEARING

Meeting Date: July 23, 2024

Subject: First Reading by Title Only and Introduction of Proposed Ordinance Amending Sections 120.60 and 120.62 and Adding Section 120.63 to Chapter 120, Cannabis Regulations of Title XI, Business Regulations, of the Riverbank Code of Ordinances Related to the Appeal of Administrative Penalties for Cannabis Regulations

From: Marisela H. Garcia, City Manager

Submitted by: Joshua E. Mann, Director of Community Development

RECOMMENDATION

It is recommended that the City Council conduct the public hearing for the first reading of the proposed ordinance, waive further reading, read by title only, and introduce for first reading an ordinance of the City Council of the City of Riverbank amending Section 120.60 and 120.62 and adding Section 120.63 of Chapter 120, Cannabis Regulations, of Title XI, Business Regulations, of the Riverbank Code of Ordinances related to the appeal of administrative penalties for violations of cannabis regulations.

BACKGROUND / SUMMARY:

On August 22, 2017, the City of Riverbank ("City") adopted Ordinance No. 2017-007, which added "Chapter 120: Cannabis Regulations" ("Cannabis Regulations") to Title XI, Business Regulations to the Riverbank Code of Ordinances (the "Municipal Code"). The Cannabis Regulations govern cannabis cultivation in the City for personal use and for commercial purposes, including commercial cannabis cultivation, cannabis testing laboratories, cannabis dispensaries, and cannabis delivery. The Cannabis Regulations also contain provisions governing enforcement and appeals pursuant to Chapter 120.

Since 2021, there have been at least seven (7) instances where residential properties in the City were used to house large-scale illegal cannabis growing operations. Typically, when law enforcement officers raid the properties, City code enforcement officials cite

the property owners under Section 120.61(D) of the Municipal Code, with administrative penalties assessed at One Thousand dollars (\$1,000) per plant for each plant present on the property that violates the code. Deputies have seized hundreds of illegal cannabis plants from these growing operations, resulting in large citations, including, for example, citations in the amount of Five Hundred and Twenty-Seven Thousand dollars (\$527,000), Four Hundred and Twenty Thousand dollars (\$420,000), and Two Hundred and Ninety-Six Thousand dollars (\$296,000). The properties usually contain numerous other violations of building codes, Health and Safety code, and related structural violations caused by the illegal growing operations at the properties, leaving them uninhabitable. Where the properties are determined to be uninhabitable, utilities are turned off after the raids and the houses are red tagged.

The offenders operating these illegal cannabis grow houses do not apply for cultivation permits. Currently, therefore, these citations are not subject to the appeal procedures established under Section 120.60, under which permit applicants may appeal any adverse actions taken with respect to their applications to the City Council. Instead, section 120.61, subd. (A) declares these violations to be a “public nuisance,” which makes the citations appealable under the procedures established under Chapter 98, section 98.18, for appeals of administrative citations based on nuisance violations.

With the citations reaching such high dollar amounts and involving complex factual backgrounds, it has become necessary to update Chapter 120 of the municipal code to provide procedures for the appeals of these citations, to better address these specific issues, ensuring that appeals of all citations issued under the Cannabis Regulations follow the same procedure.

ANALYSIS:

The proposed ordinance establishes an appeals procedure for all administrative penalties assessed for violations of the Cannabis Regulations. The proposed ordinance also clarifies the cost recovery portions of the Cannabis Regulations and moves those provisions to a new section to allow for the new appeal procedure for all administrative penalties assessed for violations of the Cannabis Regulations. There would be four primary changes:

- (1) Any appeal challenging the imposition of penalties under the Cannabis Regulations would be heard by a neutral hearing officer.
- (2) The proposed ordinance would establish procedures for filing appeals, conducting appeal hearings, and issuing orders after the hearings.
- (3) The City would be permitted to recover its attorneys’ fees in any action, administrative proceeding, or special proceeding to abate a nuisance under this chapter 120 where it is the prevailing party, consistent with and to the fullest extent allowed under California Government Code section 38773.5.

- (4) The definition of “responsible party” under section 120.62, subdivision (C)(3) would be amended to specifically include property owners.

Given the large dollar amounts associated with administrative penalties historically imposed, parties cited for violations of Chapter 120 have incentive to retain counsel and raise legal arguments at their appeal hearing. The arguments often turn on whether the property owners should be held liable under Chapter 120. Among other arguments, landlords can blame their tenants for the violations or point to a lease provision prohibiting illegal activity to argue that they should not be responsible for the fines. A Hearing Officer, such as an attorney, is better equipped to resolve such legal issues than the Planning Commission or City Council. Furthermore, appointing a neutral hearing officer allows the City Attorney to advocate on the City’s behalf at the hearing. Therefore, an updated appeals procedure ensures both individuals who have been cited and the City have an efficient means to achieve due process related to the administrative penalties assessed under Chapter 120.

The proposed ordinance also clearly establishes the procedural requirements that must be met in order to successfully file an appeal. One requirement is paying a deposit, subject to a hardship waiver provision. Paying an advance deposit is required in the City’s appeals procedures regarding fireworks violations and is a useful tool to address the cost of holding the administrative hearing.

Finally, these revisions clarify the cost recovery provision to ensure the City may recover its costs incurred in enforcing this provision, including attorneys’ fees, as permitted under California Government Code section 38773.5, and expands the definition of “responsible parties” to expressly include property owners. These changes make Section 120.63 consistent with the public nuisance provisions of Chapter 98, which expressly includes property owners.

ALTERNATIVES:

The City Council may choose to do any of the following:

1. Introduce the Ordinance for first reading;
2. Continue the item to a later meeting of the City Council and provide direction to staff for any changes; or
3. Reject the Ordinance.

ENVIRONMENTAL DETERMINATION:

Pursuant to Section 15061(b)(3) and/or Section 15378(b)(5) of the California Public Resource Code, the Community Development Department has determined that the proposed Code amendment is not a Project for purposes of the California Environmental Quality Act (CEQA). The proposed Code amendment modifies administrative procedures for the processing of appeals and has no effect on the land use regulation of the physical environment.

FINANCIAL IMPACT:

Neutral hearing officers would be used only when requested on a per-hearing basis, for which the City will incur costs. While actual costs will vary, to date, only one appeals hearing has been filed under the Cannabis Regulation which resulted in a considerable cost to the City. The proposed ordinance provides for the City to recover its costs where it is a prevailing party in the matter. Future hearings are unlikely to have a significant financial impact.

ATTACHMENTS:

1. CC Ordinance 2024-

CITY OF RIVERBANK

ORDINANCE 2024-XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, AMENDING SECTION 120.60, PERMIT APPEALS PROCEDURE, SECTION 120.62, ADMINISTRATIVE PENALTY APPEALS PROCEDURE, AND ADDING SECTION 120.63. COST RECOVERY TO CHAPTER 120, CANNABIS REGULATIONS OF TITLE XI, BUSINESS REGULATION, OF THE RIVERBANK CODE OF ORDINANCES RELATED TO CANNABIS BUSINESS CITATIONS

WHEREAS, in 2017, pursuant to a statewide voter initiative, the State of California enacted the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), which is codified in Business and Professions Code Sections 26000 to 26260; and

WHEREAS, the stated purpose of MAUCRSA was "to establish a comprehensive system to control and regulate the cultivation, distribution, transport, storage, manufacturing, processing, and sale" of medicinal and adult-use cannabis, and to set forth "the power and duties of the state agencies responsible for controlling and regulating the commercial medicinal and adult-use cannabis industry"; and

WHEREAS, MAUCRSA explicitly provides that it "shall not be interpreted to supersede or limit the authority of a local jurisdiction to adopt and enforce local ordinances to regulate businesses licensed under this division, including, but not limited to, local zoning and land use requirements, business license requirements, and requirements related to reducing exposure to secondhand smoke, or to completely prohibit the establishment or operation of one or more types of businesses licensed under this division within the local jurisdiction"; and

WHEREAS, MAUCRSA further provides that it "shall not be interpreted to supersede or limit existing local authority for law enforcement activity, enforcement of local zoning requirements or local ordinances, or enforcement of local license, permit, or other authorization requirements"; and

WHEREAS, on August 22, 2017, the City of Riverbank ("City") adopted Ordinance No. 2017-007, which added "Chapter 120: Cannabis Regulations" ("Cannabis Regulations") to Title XI, Business Regulations to the City's Municipal Code ("Municipal Code"); and

WHEREAS, the stated purpose of the City's Cannabis Regulations is "to encourage responsible, personal, and commercial cannabis activities and to discourage violations of related state laws, especially those that prohibit the sale, use, or distribution of cannabis and cannabis products to minors"; and

WHEREAS, since enacting the City's Cannabis Regulations in 2017, the appeals procedure under Chapter 120 has proven difficult to administer and requires amendment to streamline the process for the appeal of administrative penalties; and

WHEREAS, the amendments will clarify and streamline the appeals of administrative citations related to the City's Cannabis Regulations.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RIVERBANK DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 120.60, Appeals Procedure, of Chapter 120, Cannabis Regulations, of Title XI, Business Regulations, of the Riverbank Municipal Code shall be repealed in its entirety and replaced with a new section 120.60 that shall read as follows:

§ 120.60 PERMIT APPEALS PROCEDURE

- (A) Any permit applicant may appeal any adverse decision taken with respect to a permit application under this chapter to the City Council.
- (B) Appeals of adverse decisions related to permit applications must be taken within thirty (30) days after the adverse action by filing with the office of the City Clerk a written notice of appeal specifying the grounds thereof. An appeal shall be accompanied by a non-refundable filing fee, as established by resolution adopted by the City Council from time to time.
- (C) The City Clerk, upon the filing of such appeal and payment of an appeal fee, shall place the matter upon the agenda for the next regular meeting of the City Council occurring not earlier than five (5) days after the filing of the appeal, and shall notify the appealing permit applicant by letter of the meeting date and place at which the appeal will be heard.

SECTION 2. Section 120.62, Cost Recovery, of Chapter 120, Cannabis Regulations, of Title XI, Business Regulations, of the Riverbank Municipal Code shall be repealed in its entirety and replaced with a new section 120.62 that shall read as follows:

§ 120.62 ADMINISTRATIVE PENALTY APPEALS PROCEDURE

(A) Administrative penalties issued under this chapter may be appealed as follows:

- (1) Request for Appeal Hearing; Any person, corporation, entity, or responsible party against whom administrative penalties have been assessed under this chapter may appeal the violation and the issued administrative citation penalty, administrative penalty, or administrative fines by filing a written notice of appeal with the City Clerk within thirty (30) days of the date stated on the citation or notice of violation, which shall be accompanied by a non-refundable filing fee, as established by resolution adopted by the City Council. The appeal fee is intended to cover the costs, expenses, and city employees' time incurred by the city in processing, preparing for, and hearing the appeal.
- (2) Deposit; person, corporation, entity, or responsible party requesting a hearing under this section must pay a deposit to the City equal to fifty percent (50%) of the full amount of the penalty indicated on the notice of violation upon submitting the hearing request with the City. Failure to deposit fifty percent (50%) of the amount of all fines appealed within the thirty (30) day filing period shall result in the request for an appeal hearing being incomplete and untimely, and therefore will not be accepted.
- (3) Failure to timely file an appeal hearing request form with the City Clerk, along with the filing fee and deposit shall constitute a waiver of the right to any appeal hearing, and the penalties stated on the administrative citation or notice of violation shall be deemed confirmed and final.
- (4) Hardship waiver; If within the thirty 30-day filing period, the appealing party establishes to the satisfaction of the Director of Finance or designee, by means of tax returns, pay stubs or other similar documentary evidence, and submits a declaration under penalty of perjury that paying the deposit amount would cause undue financial hardship to the appealing party, the Director of Finance or designee may grant a waiver or reduction of the deposit amount required. the Director of Finance's determination is not appealable and shall be final as to the hardship waiver request.

(B) Procedures for Appeal Hearings for Administrative Penalties Under Chapter 120.

- (1) Hearing Officer; For any appeal of administrative penalties assessed or otherwise imposed under this chapter, the appeal shall be heard by a neutral hearing officer.

- (a) The City Manager is authorized to develop policies and procedures relating to the qualification, disqualification and appointment of hearing officers, hearing officer powers, hearing procedures, scope of the hearing, and other matters relating to administrative appeal hearings. Any person designated to serve as a hearing officer is subject to disqualification for bias, prejudice, a conflict of interest or for any other reason for which a judge may be disqualified in a court of law.
 - (b) The City Council or City Manager shall appoint independent hearing officers for administrative appeal hearings or contract with an organization that provides independent hearing officers.
- (2) Notice; The person, business, entity, or responsible party requesting the appeal hearing under this section shall be notified by the City Clerk of the time and place set for the hearing at least ten (10) business days prior to the date of the hearing.
- (3) Conduct of Appeal Hearing.
 - (a) Testimony at the hearing; At the time set for the appeal hearing, the hearing officer shall proceed to hear testimony from the representative of the City, the appellant, and any other competent persons with respect to the determination of a violation and nuisance or the imposition of an administrative penalty.
 - (b) Record of oral evidence at hearing; The proceedings at the hearing shall be reported by a tape recording. Either party may provide a certified shorthand reporter to maintain a record of the proceedings at the requesting party's own expense.
 - (c) Continuances; The hearing officer may, upon request by the person, corporation, or entity against whom a penalty is to be imposed, or upon request of the city, grant continuances from time to time for extreme or unusual cause shown, or upon the hearing officer's own motion.
 - (d) Oaths; certification. The hearing officer or certified shorthand reporter shall administer the oath or affirmation.
 - (e) Evidence rules: Cal. Gov't Code § 11513(a), (b), and (c) shall apply to all administrative hearings. At the hearing officer's sole discretion, other relevant evidence may be admissible and hearsay evidence may be used for the purpose of supplementing and explaining other evidence.

- (f) Burden of proof; The accuracy of the notice and order containing the description of the violations or public nuisance and the actions required to abate such violation or nuisance is deemed a rebuttable presumption and the burden is on the appellant to provide such facts and information to overcome such presumption by a preponderance of the evidence.

(4) Rights of Parties

- (a) Each party shall have the following rights among others: To call and examine witnesses on any matter relevant to the issues of the hearing; to introduce documentary and physical evidence; to cross-examine opposing witnesses on any matter relevant to the issues of the hearing; to impeach any witness regardless of which party first called that witness to testify; to rebut the evidence against him or her; to represent himself or herself or to be represented by anyone of his or her choice.

- (b) If a party does not proficiently speak or understand the English language, that party may provide an interpreter, at that party's own cost, to translate for the party. An interpreter shall not have been a resident of the premises or have had any personal relationship with or involvement in the parties or issues of the case prior to the hearing.

- (5) Official Notice. In reaching a decision, the hearing officer may take official notice, either before or after submission of the case for decision, of any fact which may be judicially noticed by the courts of this state, or which may appear in any of the official records of the city or Stanislaus County or any of their departments.

- (6) Hearing Officer's Decision. Within thirty (30) days of the hearing, the hearing officer shall serve a written order, stating the decision made and the reasons for the decision. The order shall become final on the date of service of the order, and a copy shall be served on the appellant by first class mail to the address provided by appellant in the written notice of appeal, and on the City Clerk by first class mail.

(7) Right to Judicial Review.

- (a) The failure of the person, corporation, entity, or responsible party contesting the administrative penalty under this section to appear at the appeal hearing shall result in a forfeiture of the right to appeal the administrative penalty and shall constitute a failure to exhaust administrative remedies.

- (b) Subject to the above provisions of subsection (B)(7)(a) of this section, any person aggrieved by an administrative decision of a hearing officer on an administrative penalty may obtain review of the administrative decision by filing an appeal in a court of competent jurisdiction within twenty (20) days after service of the decision in accordance with the provisions of Cal. Gov't Code § 53069.4(b).

SECTION 3. Section 120.63, Cost Recovery, of Chapter 120, Cannabis Regulations, of Title XI, Business Regulations, shall be added to the Riverbank Municipal Code and shall read as follows:

§ 120.63 COST RECOVERY.

(A) The City shall be entitled to recover its abatement and enforcement costs incurred in obtaining compliance with this chapter. Costs incurred by the city are recoverable even if a public nuisance, Municipal Code, or other violation of law is corrected by the property owner or other responsible party.

(B) The cost of abating a public nuisance or enforcing this chapter shall either be a special assessment and lien on the subject property or the personal obligation of the owner of the subject property or the responsible party. If there is more than one responsible party, each party shall be jointly and severally liable for the costs.

(C) For purposes of this chapter, the following additional definitions shall apply:

(1) Abatement costs include the actual and reasonable costs incurred by the City to abate a public nuisance. These costs include all direct and indirect costs to the City that result from the total abatement action, including but not limited to, investigation costs, costs to enforce the Municipal Code and any applicable State or County law, clerical and administrative costs to process paperwork, costs incurred to provide notices and prepare for and conduct administrative appeal hearings, and costs to conduct actual abatement of the nuisance. Costs include personnel costs, administrative overhead, costs for equipment such as cameras and vehicles, staff time to hire a contractor, and reasonable attorneys' fees incurred by City.

(2) Enforcement costs include all actual and reasonable costs incurred by the City to enforce compliance with the Municipal Code and any applicable State, County, or City public health and safety law that are not included within abatement costs. Enforcement costs shall also include, but are not limited to, costs of fringe benefits for personnel, administrative overhead, costs of equipment, costs of materials, costs related to investigations, costs related to issuing and defending administrative or court citations, costs incurred investigating and abating violations of the Municipal Code or State or County law violations, and reasonable attorneys' fees related to these activities.

(3) Responsible party means a person or entity responsible for creating, causing, committing, contributing to, or maintaining the violation of this chapter or State or County law, or any person or entity that owns, occupies, leases, manages, or maintains the property on which the violation has taken place.

(4) Subject property means the real property that is the subject of any abatement or enforcement action by the City for which the City incurred costs and seeks recovery under this chapter.

(D) In any action, administrative proceeding, or special proceeding to abate a nuisance under this Chapter, the prevailing party shall be entitled to recover attorneys' fees. Recovery of attorneys' fees by the prevailing party may be limited to individual actions or proceedings in which the City elects, at the initiation of that individual action or proceeding, to seek recovery of its own attorneys' fees. In no action, administrative proceeding, or special proceeding, shall an award of attorneys' fees to a prevailing party exceed the amount of reasonable attorneys' fees incurred by the City in the action or proceeding.

SECTION 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause, phrase or portion of this chapter, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this chapter or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

SECTION 5: This Ordinance shall become effective thirty (30) days from and after its final passage (08/27/2024), provided it is published pursuant to GC § 36933 in a newspaper of general circulation within fifteen (15) days after its adoption.

The foregoing ordinance was given its first reading and introduced by title only at a regular meeting of the City Council of the City of Riverbank on July 23, 2024. Said ordinance was given a second reading by title only and adopted.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Riverbank at a regular meeting on the ____ day of _____, 2024; motioned by Councilmember _____, seconded by Councilmember _____; moved said ordinance by a City Council ____ vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

Gabriela Hernandez
City Clerk

APPROVED:

Richard D. O'Brien
Mayor

APPROVED AS TO FORM:

Tom P. Hallinan
City Attorney

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 10.2

SECTION 10: PUBLIC HEARINGS

Meeting Date: July 23, 2024

Subject: Resolution Authorizing a 3.8% Inflationary Adjustment Increase to the City of Riverbank Rates for Solid Waste Disposal Services based on the Consumer Price Index (“CPI”) for All Urban Consumers Published by the U.S. Department of Labor for San Francisco-Oakland-San Jose, CA, to be Effective September 1, 2024

From: Marisela H. Garcia, City Manager

Submitted By: Tammy Alcantor, Assistant City Manager/Director of Finance

RECOMMENDATION

It is recommended that the City Council consider adopting a resolution approving a 3.8% Consumer Price Index (CPI) increase in rates for solid waste disposal services pursuant to the executed franchise agreement with Gilton Solid Waste, Inc.

SUMMARY

On April 12, 2022, the City Council adopted Resolution No. 2022-033 adopting revised rates for Solid Waste Disposal service after holding a Proposition 218 Protest Hearing and receiving a less than a majority protest. In addition, Resolution 2021-090 authorized the execution of a Franchise Agreement with Gilton Solid Waste, Inc. to provide said services. Per Section 9.1 *Rates* of the Franchise Agreement, the City will adjust the maximum charges made to Customers to reflect annual changes in the Consumer Price Index for All Urban Consumers (“CPI”) published by the U.S. Department of Labor for the San Francisco-Oakland-Hayward, CA statistical area, not to exceed five percent (5%) per year. The proposed CPI adjustment is 3.8%.

BACKGROUND

Gilton Solid Waste Management (Gilton) has been providing waste management services to the residents and businesses of Riverbank for more than 40 years. The most recent Franchise Agreement negotiated with Gilton Solid Waste Management, Inc. began on April 22, 2022, and will expire in April 2028. Said Franchise Agreement was approved following

the Proposition 218 hearing held on April 12, 2022, where less than a majority of protests were received with regard to increases in solid waste rates. The Franchise Agreement and rates include SB 1383 compliance language which was the major factor for the rate increases.

SB 1383 is intended to reduce methane emissions at landfills through a process of reducing the disposal of organic waste by 75% below 2014 levels. Organic waste is defined as green materials, wood waste, fiber materials, food scraps, food-soiled paper, and landscaping and pruning waste. In order to meet these mandates, changes will be needed to Riverbank's current waste disposal system.

Gilton proposed to its current client municipalities a high-diversion Material Recovery Facility (MRF) system. Having this system would negate the need for a third can as the waste streams would be sorted by the MRF system ensuring that organic and materials appropriate to be recycled were diverted from the overall waste stream that could otherwise end up in the landfill. Gilton provided a general explanation of this equipment and system at the March 9, 2021, City Council meeting. At the August 24, 2021 meeting, the City Council provided feedback to staff indicating its desire to move forward with the proposed MRF system.

The rates adopted by the City Council provide our residents with the following services:

- Basic Cart Service (30 & 90 Gallon)
- Organics Cart Service (90 Gallon)
- Curbside Bulky Item Program (2 times per calendar year)
- Curbside E-Waste Collection Program (4 times per calendar year)
- Christmas Tree Pick-up Program

Additional Services at a Fee:

- Go Back and pick up
- Extra Dump on Cart
- Wash on the Cart

CONSUMER PRICE INDEX

Section 9.1 *Rates* of the Franchise Agreement stipulates that in years two three, four, and five of the Agreement Term, the City will adjust the maximum charges made to Customers under this Agreement to reflect annual changes in the Consumer Price Index for All Urban Consumers ("CPI") published by the U. S. Department of labor for the San Francisco-Oakland-San Jose, CA statistical area. Such adjustments shall not exceed five percent (5%) per year. The adjustment shall become effective on the anniversary of the Effective Date and be based on the previous twelve-month index analysis from May to April.

As reflected in Attachment 3, the Consumer Price Index for May 2023 to April 2024 is calculated at 3.8%. Therefore a 3.8% increase is being recommended. The agreement states rates to be effective on the anniversary contract. Unfortunately, because staff was

not prepared to present the item to the City Council in June, therefore we cannot implement the rates starting July 1st. Staff proposes that the rates take effect on September 1st, 2024, aligning with the billing cycle.

Residential & Small Business (Non-Residential) Rates:

Residential Cart Rate Type	Current Monthly Rate	Proposed Monthly Rate 09/01/2024
Residential - 90 Gallon MSW Cart & 90 Gallon Organics Cart	\$ 36.73	\$ 38.13
Updated Breakdown:		
90 Gallon MSW Cart	\$ 24.38	\$ 25.31
90 Gallon Organics Cart	\$ 12.35	\$ 12.82
Total Monthly Billing	\$ 36.73	\$ 38.13
Residential - 30 Gallon MSW Cart & 90 Gallon Organics Cart	\$ 33.73	\$ 35.01
Updated Breakdown:		
30 Gallon MSW Cart	\$ 21.38	\$ 22.19
90 Gallon Organics Cart	\$ 12.35	\$ 12.82
Total Monthly Billing	\$ 33.73	\$ 35.01
Residential - 90 Gallon MSW Cart & 90 Gallon Organics Cart - Low-Income Senior / Disabled Rate	\$ 30.64	\$ 31.80
Updated Breakdown:		
90 Gallon MSW Cart	\$ 18.29	\$ 18.99
90 Gallon Organics Cart	\$ 12.35	\$ 12.82
Total Monthly Billing	\$ 30.64	\$ 31.80
Residential - 30 Gallon MSW Cart & 90 Gallon Organics Cart - Low-Income Senior / Disabled Rate	\$ 28.44	\$ 29.52
Updated Breakdown:		
30 Gallon MSW Cart	\$ 16.09	\$ 16.70
90 Gallon Organics Cart	\$ 12.35	\$ 12.82
Total Monthly Billing	\$ 28.44	\$ 29.52
Residential - (2) 90 Gallon MSW Carts & (1) Organic Cart	\$ 52.83	\$ 54.84
Updated Breakdown:		
(2) 90 Gallon MSW Cart	\$ 40.48	\$ 42.02
(1) 90 Gallon Organics Cart	\$ 12.35	\$ 12.82
Total Monthly Billing	\$ 52.83	\$ 54.84
Residential - (3) 90 Gallon MSW Carts & (1) Organic Cart	\$ 68.93	\$ 71.55
Updated Breakdown:		

(3)90 Gallon MSW Cart	\$ 56.58	\$ 58.73
(1) 90 Gallon Organics Cart	\$ 12.35	\$ 12.82
Total Monthly Billing	\$ 68.93	\$ 71.55

Residential - (2) 90 Gallon MSW Carts & (1) Organic Cart - Low-Income Senior / Disabled Rate	\$ 44.62	\$ 46.32
Updated Breakdown:		
(2) 90 Gallon MSW Cart	\$ 32.27	\$ 33.50
(1) 90 Gallon Organics Cart	\$ 12.35	\$ 12.82
Total Monthly Billing	\$ 44.62	\$ 46.32

Additional Services		
Go Back	\$ 15.63	\$ 16.22
Extra Dump on Cart	\$ 19.54	\$ 20.28
Wash Cart	\$ 21.88	\$ 22.71

Small Business (Non-Residential) Rates:

Non-Residential Cart Rate Type	Current Monthly Rate	Proposed Monthly Rate 09/01/2024
Non-Residential & Small Business - 90 Gallon MSW Cart	\$ 24.38	\$ 25.31
Non-Residential & Small Business - 30 Gallon MSW Cart	\$ 21.38	\$ 22.19
Non-Residential & Small Business - (2) 90 Gallon MSW Cart & Organics Cart	\$ 52.83	\$ 54.84
Updated Breakdown:		
90 Gallon MSW Cart	\$ 40.48	\$ 42.02
90 Gallon Organics Cart	\$ 12.35	\$ 12.82
Total Monthly Billing	\$ 52.83	\$ 54.84

Non-Residential & Small Business - (3) 90 Gallon MSW Cart & Organics Cart	\$ 68.93	\$ 71.55
Updated Breakdown:		
90 Gallon MSW Cart	\$ 56.58	\$ 58.73
90 Gallon Organics Cart	\$ 12.35	\$ 12.82
Total Monthly Billing	\$ 68.93	\$ 71.55

Non-Residential & Small Business - (4) 90 Gallon MSW Cart & Organics Cart	\$ 85.03	\$ 88.26
Updated Breakdown:		
90 Gallon MSW Cart	\$ 72.68	\$ 75.44
90 Gallon Organics Cart	\$ 12.35	\$ 12.82
Total Monthly Billing	\$ 85.03	\$ 88.26

Commercial Rates:

Commercial Bin Rates	Current Monthly Rate	Proposed Monthly Rate 09/01/2024
Commercial - 1 yd Bin 1x per week pickup	\$ 72.33	\$ 75.07
Commercial - 2 yd Bin 1x per week pickup	\$ 120.17	\$ 124.74
Commercial - 2 yd Bin 2x per week pickup	\$ 223.73	\$ 232.23
Commercial - 2 yd Bin 3x per week pickup	\$ 327.42	\$ 339.86
Commercial - 3 yd Bin 1x per week pickup	\$ 168.54	\$ 174.95
Commercial - 3 yd Bin 2x per week pickup	\$ 312.87	\$ 324.76
Commercial - 3 yd Bin 3x per week pickup	\$ 445.64	\$ 462.58
Commercial - 3 yd Bin 4x per week pickup	\$ 598.58	\$ 621.32
Commercial - 4 yd Bin 1x per week pickup	\$ 221.06	\$ 229.46
Commercial - 4 yd Bin 2x per week pickup	\$ 414.95	\$ 430.71
Commercial - 4 yd Bin 3x per week pickup	\$ 589.51	\$ 611.91
Commercial - 4 yd Bin 4x per week pickup	\$ 727.93	\$ 755.59
Commercial - 4 yd Bin 5x per week pickup	\$ 899.17	\$ 933.34
Commercial - 4 yd Bin 6x per week pickup	\$ 1,079.32	\$ 1,120.34
Commercial - 6 yd Bin 1x per week pickup	\$ 309.69	\$ 321.46
Commercial - 6 yd Bin 2x per week pickup	\$ 584.09	\$ 606.29
Commercial - 6 yd Bin 3x per week pickup	\$ 850.42	\$ 882.73
Commercial - 6 yd Bin 4x per week pickup	\$ 1,031.29	\$ 1,070.48
Commercial - 6 yd Bin 5x per week pickup	\$ 1,254.41	\$ 1,302.08
Commercial - 6 yd Bin 6x per week pickup	\$ 1,367.01	\$ 1,418.96
Additional Services for Bin Services		
Go Back (per event)	\$ 57.31	\$ 59.49
Extra Dump on Cart (per event)	\$ 46.89	\$ 48.67
Lock Installation (Locking Bar - One time charge)	\$ 62.52	\$ 64.90
Lock Installation (Master Lock - One time charge)	\$ 26.05	\$ 27.04
Lock Installation (Disk Lock - One time charge)	\$ 36.47	\$ 37.86

**The typical single-family residence will experience an annual increase of \$16.74.
Seniors eligible for the discounted rate will experience an annual increase of \$12.97.**

FINANCIAL IMPACT

Waste collection and disposal fees are paid by the customers that receive the service, therefore residents and commercial customers will note the increase in rates in the November 2024 billing (which bills for September 1, 2024, to October 31, 2024).

The City will collect additional franchise fees on the gross revenues generated which are placed in the General Fund.

STRATEGIC PLAN

This report has been prepared to accomplish the following Goal established during the August 10, 2021, Strategic Planning Session:

“Ensure Financial Stability”

ATTACHMENT

1. Draft City Council Resolution 2024-xx
2. Consumer Price Index

CITY OF RIVERBANK

RESOLUTION 2024-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK
AUTHORIZING A 3.8% INFLATIONARY ADJUSTMENT INCREASE TO THE CITY OF
RIVERBANK RATES FOR SOLID WASTE DISPOSAL SERVICES BASED ON THE
CONSUMER PRICE INDEX (“CPI”) FOR ALL URBAN CONSUMERS PUBLISHED BY
U.S. DEPARTMENT OF LABOR FOR SAN FRANCISCO-OAKLAND-SAN JOSE, CA,
TO BE EFFECTIVE SEPTEMBER 1, 2024**

**THE CITY OF RIVERBANK CITY COUNCIL (HEREAFTER REFERRED TO AS
THE “CITY COUNCIL”) DOES HEREBY RESOLVE THAT:**

WHEREAS, on April 22, 2022, the City of Riverbank (“City”) entered into a franchise agreement for the collection, transportation, and disposal of solid waste, organic waste, and recyclables (“Franchise Agreement”) with Gilton Solid Waste Management, Inc. (“Gilton”); and,

WHEREAS, a Solid Waste Rate Study, dated December 8, 2021, prepared by Bartle Wells Associates (“Rate Study”), finds that the various rates proposed by Gilton, and adjusted pursuant to Section 9.1 Rates hereby presented as **Exhibit A**, herein attached, are reasonably related to the cost of service; and,

WHEREAS, the City complied with Proposition 218 requirements in connection with the proposed rate increase and franchise agreement; and,

WHEREAS, pursuant to Section 9.1 *Rates* of the Franchise Agreement with Gilton Solid Waste Management, Inc. includes provisions for an annual increase based on Consumer Price Index for all Urban Consumers for the prior twelve (12) months each April not to exceed 5%; and,

WHEREAS, the April 2024 CPI for San Francisco-Oakland-San Jose, CA for the prior twelve (12) months is 3.8%; and,

WHEREAS, the City Council, as authorized by Ordinance No. 2014-007, may establish new solid waste disposal rates by Resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby adopts the revised rates as presented in **Exhibit A**, which will be made effective as of July 1, 2024, and which may be amended from time to time based on the franchise agreement, for Solid Waste Disposal Service.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 23rd day of July 2024; motioned by Councilmember _____,

seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of _____:

AYES:
NAYS:
ABSENT:
ABSTAINED:

ATTEST:

APPROVED:

Gabriela Hernandez
City Clerk

Richard D. O’Brien
Mayor

Attachments: Exhibit A

EXHIBIT A

RESIDENTIAL & NON-RESIDENTIAL CART SERVICE RATES

BASIC CART SERVICE	Proposed Monthly Rate 09/01/2024
30 Gallon MSW Cart Rate	\$ 22.19
90 Gallon - MSW Cart Rate	\$ 25.31
90 Gallon - Organics Cart Rate	\$ 12.82
Additional 90 Gallon Cart - (Any Type)	\$ 16.71
Senior Citizen/Disabled Low Income Service	
30 Gallon MSW Cart Rate	\$ 16.70
90 Gallon - MSW Cart Rate	\$ 18.99
90 Gallon - Organics Cart Rate	\$ 12.82
Additional 90 Gallon Cart - (Any Type)	\$ 14.51
Additional Services	
Go Back	\$ 16.22
Extra Dump on Cart	\$ 20.28
Wash Cart	\$ 22.71

COMMERCIAL BIN RATES

Commercial Bin Rates	Proposed Monthly Rate 09/01/2024
Commercial - 1 yd Bin 1x per week pickup	\$ 75.07
Commercial - 2 yd Bin 1x per week pickup	\$ 124.74
Commercial - 2 yd Bin 2x per week pickup	\$ 232.23
Commercial - 2 yd Bin 3x per week pickup	\$ 339.86
Commercial - 3 yd Bin 1x per week pickup	\$ 174.95
Commercial - 3 yd Bin 2x per week pickup	\$ 324.76
Commercial - 3 yd Bin 3x per week pickup	\$ 462.58
Commercial - 3 yd Bin 4x per week pickup	\$ 621.32
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Commercial - 4 yd Bin 2x per week pickup	\$ 430.71
Commercial - 4 yd Bin 3x per week pickup	\$ 611.91
Commercial - 4 yd Bin 4x per week pickup	\$ 755.59
Commercial - 4 yd Bin 5x per week pickup	\$ 933.34
Commercial - 4 yd Bin 6x per week pickup	\$ 1,120.34
Commercial - 6 yd Bin 1x per week pickup	\$ 321.46
Commercial - 6 yd Bin 2x per week pickup	\$ 606.29
Commercial - 6 yd Bin 3x per week pickup	\$ 882.73
Commercial - 6 yd Bin 4x per week pickup	\$ 1,070.48
Commercial - 6 yd Bin 5x per week pickup	\$ 1,302.08
Commercial - 6 yd Bin 6x per week pickup	\$ 1,418.96

CONTINUED COMMERCIAL BIN RATES

Additional Services for Bin Services	Proposed Monthly Rate 09/01/2024
Go Back (per event)	\$ 59.49
Extra Dump on Cart (per event)	\$ 48.67
Lock Installation (Locking Bar - One time charge)	\$ 64.90
Lock Installation (Master Lock - One time charge)	\$ 27.04
Lock Installation (Disk Lock - One time charge)	\$ 37.86

**Consumer Price Index for All Urban Consumers (CPI-U)
12-Month Percent Change****Series Id:** CUURS49BSA0,CUUSS49BSA0**Not Seasonally Adjusted****Series Title:** All items in San Francisco-Oakland-Hayward, CA, all**Area:** San Francisco-Oakland-Hayward, CA**Item:** All items**Base Period:** 1982-84=100**Years:** 2023 to 2024

Year	Apr
2023	4.2
2024	3.8

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 11.1

SECTION 11: NEW BUSINESS

Meeting Date: July 23, 2024

Subject: Designation of a Voting Delegate and Alternate(s) to Attend the 2024 League of California Cities Annual Conference

From: Marisela H. Garcia, City Manager

RECOMMENDATION

It is recommended that City Council designate a member of the Council as the Voting Delegate, plus one or two alternates. They will attend the 2024 League of California Cities Annual Conference and Expo, to be held in Long Beach on October 16-18, 2024, and will participate in the Annual Business Meeting for the consideration of resolutions that establish Cal Cities policy. The City Council is to ratify the designations by roll call vote.

SUMMARY

Annually, the League of California Cities requests that the City Council take action in order to participate in the Annual Business Meeting by designating a Voting Delegate, and to appoint one or two alternates. Participation in the meeting ensures that Riverbank officials have an opportunity to initiate and influence policy decisions by voting on resolutions that establish League policy. The resolutions for the City Council to consider, should there be any, will be presented at an upcoming Council meeting to discuss and determine the City's position to each resolution, and to have the designated Voting Delegate or alternate represent the City's position accordingly. The Annual Business Meeting will be held during the General Assembly on Friday, October 18th. The Business Meeting is tentatively scheduled from 8:30 am – 10:30 am.

The designated Voting Delegate and alternate(s) must be registered for the conference. Council's selection of the Voting Delegate and alternate(s) will be reported to Cal Cities. The current Cal Cities Central Valley Executive Committee representatives are Councilmember Hernandez as the primary member and Councilmember Uribe as the alternate.

FINANCIAL IMPACT

Conference registration for the conference is \$650, plus travel and hotel accommodation per attendee. Currently all members of the City Council are registered to attend as well as the City Manager and Assistant City Manager.

ATTACHMENTS

1. General Assembly Voting Guidelines

Council Action Advised by September 25, 2024
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DATE: Wednesday, July 10, 2024

TO: Mayors, Council Members, City Clerks, and City Managers

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Oct. 16-18, 2024
Long Beach Convention Center

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Oct. 18, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through [the online submission portal](#) by Wed., Sept. 25. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the [Cal Cities](#) website.



For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 16, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 17, 7:30 a.m.-4:00 p.m. On Friday, Oct. 18, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Wednesday, Sept. 25. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance

to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members

review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during

the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved¹ by either a policy committee

or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.²

General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates—one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

¹ The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

² Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).