CONSENT AGENDA

AGENDA ITEM 12.13
December 13, 2011

TO: Mayor and City Council
FROM: Robert Murdoch, Director
Public Works Department

SUBJECT: DESIGN SERVICES CONTRACT AMENDMENT WITH KJELDSEN, SINNOCK & NEUDECK, INC. FOR AIRPORT WAY STREETSCAPE BEAUTIFICATION PROJECT, PHASE 4 (PROJECT NO. 11-05)

RECOMMENDATION

It is recommended that the City Council approve a motion authorizing the City Manager to execute an Amendment to the Professional Services Master Contract with Kjeldsen, Sinnock & Neudeck, Inc., in the amount of $81,934, for the Airport Way Streetscape Beautification Project, Phase 4, for design services to install frontage improvements from Tenth Street to approximately Twelfth Street.

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

Summary

The Airport Way Streetscape Beautification Project, Phase 4, will reconstruct the frontages from Tenth Street to approximately 750 feet south of Twelfth Street along the easterly side of the street; and 200 feet south of Twelfth Street along the westerly side of the street (see Attachment A). The designed decorative hardscape and landscaping will match improvements made in prior phases.

The recommended action will allow the design of the Phase 4 project to begin. It is imperative that this work start immediately because of the potential loss of $900,000 in Federal Transportation Enhancement funds. This federal funding has been allocated to the construction of the Phase 4 project and if the funds are not obligated by March 2012, there is a risk that they will be withdrawn for re-allocation to other projects or rescinded to allow a reduction in the federal transportation budget.

Funding for the design will come from an additional allocation to the City of Stockton of federal Regional Surface Transportation Program (RSTP) funds. This additional allocation will be sufficient to fund the design phase of the Phase 4 project.

There will be no impact to the General Fund as a result of taking the recommended action.
DISCUSSION

Background

The Airport Way Streetscape Beautification is a multi-phase project that will ultimately beautify and improve the Airport Way corridor from Dr. Martin Luther King, Jr. Boulevard to Carpenter Road. The project has been designed and constructed in phases as funding became available.

Phase 1 included the reconstruction of frontages and medians from Dr. Martin Luther King, Jr. Boulevard to Tenth Street. These improvements were completed in July 2009.

Phase 2 included reconstruction of the medians from Twelfth Street to Duck Creek. Improvements were completed in November 2010.

Phase 3 continued the median reconstruction between Duck Creek and Carpenter Road. This project’s construction is underway. Completion is anticipated in January 2012.

Present Situation

The Airport Way Streetscape Beautification Project, Phase 4, will reconstruct the frontages from Tenth Street to approximately 750 feet south of Twelfth Street along the easterly side of the street; and 200 feet south of Twelfth Street along the westerly side of the street (see Attachment A). The designed decorative hardscape and landscaping will match improvements made in prior phases. The remaining frontages south of the Phase 4 project to Carpenter Road will need to be addressed in future project phases as grant funds become available.

Public Works must begin design of the Phase 4 project now to prevent the possible loss of $900,000 in Federal Transportation Enhancement funds that have been allocated to the construction of Phase 4 by the San Joaquin Council of Governments (SJCOC). If the funds are not obligated to construction by March 2012, there is a risk that they will be withdrawn for reallocation to other projects or rescinded to allow a reduction in the federal transportation budget.

Each year the City receives a formula allocation of federal Regional Surface Transportation Program (RSTP) funds. These funds are typically used for street maintenance purposes on eligible “federal aid” roadways. The funds are made available by Caltrans but controlled and programmed by SJCOC. Current SJCOC programming extends for the current and next two federal fiscal years. Recently,
SJCOG informed the City that our 3-year formula apportionments of RSTP were increasing as follows:

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City staff is recommending, and SJCOG has agreed, to make available $112,000 of these increased RSTP funds for the Airport Way Phase 4 design work. In addition, this project qualifies for participation in the statewide "toll credits" program. The toll credits program does not add any additional funds, but does allow the local match to be replaced by available federal funds. Therefore, instead of the usual 11.5 percent local match requirement, the City is allowed to use our available RSTP funds for 100 percent of the design costs. Toll credits are also expected to be available for construction, meaning no local match would be required.

Council adopted Resolution No. 10-0242 on July 13, 2010, approving Professional Services Master Contracts for design, geotechnical, testing, plan review, and survey services with firms, including Kjeldsen, Sinnock & Neudeck, Inc. These firms provide services as needed to accommodate the City's aggressive project delivery schedules. The contracts are for a period of five years. The scope of services and fee are negotiated on a project specific basis. If the negotiated fee for a particular project exceeds Charter limits, a contract amendment is submitted to Council for consideration.

Staff has reviewed the firms identified for design and survey services in the consultant vendor pool and has determined that Kjeldsen, Sinnock & Neudeck, Inc. has the best project specific experience and general qualifications because they designed the project's prior three phases, giving them a level of experience with the community and with the Airport Corridor Action Team that no other consultant can match. It is staff's opinion that their prior experience will save the project time and costs and allow the project to be fast tracked to construction, which is prudent to avoid jeopardizing the available construction funding.

Public Works' staff has reviewed Kjeldsen, Sinnock & Neudeck, Inc.'s scope and fee and has determined it to be reasonable when compared to prior projects of similar work and taking into consideration economies of scale.

On May 5, 2009, as required by Caltrans, the City Council adopted a new "race conscious" Disadvantaged Business Enterprise (DBE) program. A primary feature of the new program is the requirement that a specific "Underutilized Disadvantaged
Design Services Contract Amendment with Kjeldsen, Sinnock & Neudeck, Inc. for Airport Way Streetscape Beautification Project, Phase 4 (Project No. 11-05)

December 13, 2011

Business Enterprise" (UDBE) goal be developed for each federally-funded transportation project administered by the City. By definition, a DBE is a small business owned by a woman or by a specified ethnic group that has been properly certified by Caltrans. To be considered "Underutilized" a firm must qualify as a DBE and be owned by one of the following groups:

- African American
- Asian Pacific American
- Native American
- Women

Properly certified small business firms owned by Hispanic males or by Asian Subcontinent males continue to qualify as DBE, but not as UDBE. Such firms do not count towards achieving the UDBE contract specific goals.

A UDBE goal of 1.74 percent was established for the current project. This goal was calculated by examining the breakdown of the type of work to be done, and the availability of certified UDBE firms in our local area to perform that type of work.

Kjeldsen, Sinnock & Neudeck, Inc. of Stockton, California, submitted a proposal for $81,934; and of that total, $5,000 (6.10 percent) is proposed to be provided by Judith Buethe Communications, a certified UDBE firm. Prior to awarding a contract, the City is required to evaluate that a good faith effort was made to meet the UDBE goal. Since the goal was met (and exceeded) by the selected consultant, the good faith effort analysis is mostly moot. In the present case, it is relevant only if future unforeseen circumstances were to cause the consultant to fail to meet the goal in practice. In summary, Kjeldsen, Sinnock & Neudeck, Inc. has committed to the utilization of 6.10 percent UDBE which meets the City's 1.74 percent goal and has submitted the required program documentation. Staff recommends that the City Council authorize an Amendment to the Professional Services Master Contract with Kjeldsen, Sinnock & Neudeck, Inc. in the amount of $81,934 (Attachment B).

Financial Summary

As noted, City staff has submitted a request for authorization for $112,000 in additional formula share RSTP funds to fully fund the design phase of this project. Approval of that request is pending and is expected momentarily, well prior to the December 13, 2011, City Council meeting date. Expenses include $81,934 to award the design contract, $17,066 for staff costs and contingencies, and $13,000 for National Environmental Policy Act (NEPA) clearance. The following actions are requested:
Create revenue estimate and appropriate to:

Account 038-6724
Airport Way Streetscape Beautification Phase 4, federal funding $112,000

The City Manager is authorized to award the design contract and take the above noted financial actions, as well as any other financial action necessary and appropriate to receive and spend the funding and carry out the intent of the motion. There is no impact to the General Fund.

Respectfully submitted,

ROBERT MURDOCH, DIRECTOR
PUBLIC WORKS DEPARTMENT

APPROVED

MICHAEL E. LOCKE
DEPUTY CITY MANAGER

Attachments:  A - Project Vicinity Map
              B - Amendment to Professional Services Master Contract with Kjeldsen, Sinnock & Neudeck, Inc.
AMENDMENT TO PROFESSIONAL SERVICES MASTER CONTRACT WITH KJELDSEN, SINNOCK & NEUDECK, INC.

This Amendment to Professional Services Master Contract for Design Services is made and entered into on ________________, by and between the City of Stockton, a municipal corporation, hereinafter referred to as "CITY," KJELDSEN, SINNOCK & NEUDECK, INC., hereinafter referred to as "FIRM," to provide CITY with Design Services for the AIRPORT WAY STREETSCAPE BEAUTIFICATION PROJECT, PHASE 4 (PROJECT NO. 11-05), hereinafter referred to as "PROJECT."

WITNESSETH:

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

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

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

2. Section 2—COMPENSATION. Compensation is hereby amended ($81,934.00) to include Exhibit "A", attached hereto and by reference made a part hereof. Compensation shall be paid no more frequently than once per month on a time and materials basis for work completed.

3. Section 3—SCHEDULE FOR COMPLETION. Services under this amendment will be performed during the period of December 2011 through April 2012, unless otherwise approved in writing.

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

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

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

ATTEST: CITY OF STOCKTON, a municipal corporation

BONNIE PAIGE
City Clerk of the City of Stockton

By: BOB DEIS
CITY MANAGER

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

KJELDSEN, SINNZECK & NEUDECK, INC.
a corporation
711 NORTH PERSHING AVENUE
STOCKTON, CA 95201

By: ______________________
Deputy City Attorney

By: ______________________
Title: President
Exhibit A

Airport Way Streetscape Beautification Project, Phase 4
(from 10th Street to south of 12th Street)

for

City of Stockton, Public Works Department

Kjeldsen, Sinnock & Neudeck, Inc.

Revised Scope of Work

November 3, 2011

The general scope of the improvements to be constructed by this project will be in keeping with previous Airport Way Streetscape Beautification Projects.

The primary design element of this project will be frontage improvements within the existing right of way consisting of: decorative hardscape, landscape, curb & gutter, meandering walk, paving, and drainage.

In preparing for this proposal, the KSN Team has field reviewed the existing conditions along the length of the project and discussed the project goals and expectations with City staff. As a result of these preliminary efforts, KSN has prepared the following scope of work that addresses the project issues such that the expectations of the public and the City will be satisfactorily met and/or exceeded.

The limits of the Airport Way Streetscape Beautification Project Phase 4 are frontage improvements from the south side of 10th Street on the north and south of 12th Street on the south as shown on the attached project exhibit. Current frontage improvements end at the 10th Street Intersection, and median improvements constructed for Phase 2 terminate at Duck Creek.

Task No. 1 - Project Management

A - Meetings

Kick-Off Meeting: On commencement of the project, the KSN Team will attend a Kick-Off Meeting with City Staff. The purpose of the meeting will be: 1) to review and refine, where necessary, the project scope, goals, and expectations; 2) to define the lines of communication between KSN, City staff, utility companies and other interested parties; 3) to establish project standards, procedures and formats; 4) to identify project constraints and opportunities; 5) to review the project schedule; and 6) to discuss available as-built documents and other pertinent existing information related to the project. The City of Stockton will coordinate the date, time and location of the Kick-Off Meeting, and will prepare and distribute agendas and minutes for the meeting.

Meetings w/City Staff: KSN will hold regularly scheduled teleconference meetings (maximum 6) to discuss project schedule, and to clarify project design issues and City standards. KSN will prepare and distribute agendas and minutes for each meeting.

Field & Miscellaneous Meetings w/ City Staff: During the design process KSN will meet with City of Stockton staff members and others (approximately 2 meetings) to review and discuss design opportunities due to field conditions. KSN will prepare and distribute minutes for each meeting.
ACT Meetings: KSN and Callander Associates will attend one (1) Airport Corridor Action Team (ACT) meeting to present the project design and schedule to the ACT members and receive comments from the ACT members.

B - Design Schedule

A project schedule will be developed and detailed during the negotiation and research phase of the project. The schedule will be updated monthly and KSN will submit a revised schedule with each monthly billing. The schedule and billings will be submitted in the form and in sufficient detail to track the project status and contract expenditures as outlined by the City at the beginning of the project. The project schedule will be prepared using Microsoft Project.

Deliverables:
- Meeting agenda and minutes
- Monthly project schedule updates.

C - Project Quality Control

A quality control plan will be initiated at the start of the project and will be maintained throughout the life of the project. Quality control review activities may include verifying one or more of the following: information, assumptions and data used in developing a document; use of proper format; compliance with regulatory and code requirements; and calculation methods and/or numerical accuracy.

Task No. 2 - Utility Research and Coordination

KSN will perform utility research, mapping, and coordination within Airport Way right of way limits between 10th Street and 12th Street based on the following:

A - Identify Utility Providers

KSN will prepare a list of potentially impacted utilities using: 1) the City of Stockton and San Joaquin County standard utility contact list; 2) the list of utility subscribers to the local Underground Service Alert (USA) service; 3) the list of utility providers that KSN has assembled over the years; and 4) the utility contact information posted on existing facilities in the vicinity of the project.

B - Utility Request Letter (A Letter)

On receipt of the Notice to Proceed, KSN will send out the Utility Request Letter to the utility companies. The Utility Request Letters will provide a description of the proposed project scope and limits, and will formally request as-built documents and verification of the nature and location of existing utility facilities within the project limits. The documentation received from the utility companies will be field reviewed and verified. If necessary, follow-up communications with the utility companies will be made to clarify the size, type and extent of the existing facilities. KSN will compile the existing utility information onto an electronic “existing utilities” drawing file tied to the project horizontal control and referenced to the project base mapping.

C - Conflict Letter (B Letter)

Subsequent to the submittal of the 60% complete project documents, KSN will send out the Conflict Letter to the utility companies. The Conflict Letter will be accompanied with a copy of the 60% project plans that will depict locations of conflict with the new improvements. The letter will formally request the utility company to field verify the conflict and provide a schedule for the relocation of the facility in conflict. The documentation received from the utility companies will be reviewed. If necessary, follow-up communications with the utility companies, including field
meetings and/or field surveys to locate "pothole" information provided by the utility company, will be made to clarify the conflict and/or the relocation alignment of the existing facility. KSN will incorporate the utility relocation information onto the electronic "existing utilities" drawing file described above.

D - Final Project Plans Letter (C Letter)

Subsequent to the submittal of the completed project documents (bid set), KSN will send a set of the final project plans to each affected utility company. The letter accompanying the plans will inform the utility company of the project bid date, the approximate date construction will begin, and the approximate date construction will be completed.

KSN will maintain a utility contact summary sheet that will include pertinent information for each utility such as the contact person, address and telephone numbers, description of the utility's facilities, dates that the Utility Letters described above are sent, a summary of each utility's response to the Utility Letters, etc.

Deliverables:
- Digital file of the existing utility mapping in an AutoCAD compatible format.
- Digital file copy of "A" Letter sent to each utility company in PDF compatible format.
- Digital file copy of "B" Letter sent to each utility company in PDF compatible format.
- Digital file copy of "C" Letter sent to each utility company in PDF compatible format.
- Digital file of the utility contact summary in Excel compatible format.

Task No. 3 - Surveying & Mapping

KSN proposes to use topographic surveys to develop the base mapping for the project. The scope of services KSN proposes to provide is more specifically described as follows.

A - Control

Establish horizontal and vertical survey control for the project based on available published control monuments utilizing either GPS or conventional survey methods. Horizontal control will be provided based on the California Coordinate System of 1983, Zone 3, U.S. Foot units (CA83IIIIF), consistent with previous project phases. Vertical control will be referenced to the National Geodetic Vertical Datum of 1929 (NGVD29) based on available published National Geodetic Survey (NGS) or local benchmarks, consistent with previous project phases.

B - Field Surveys

Field surveys will be performed to obtain existing site data such as driveway elevations, street intersections, points of connections to existing surface features, invert elevations of below grade utilities, etc. The information obtained by the field surveys will be incorporated into the project base mapping.

C - Topographic Mapping

Topographic mapping will be at a scale of 1" = 20' with spot elevations and 1' contour intervals. KSN will prepare the base topography mapping at the stated mapping scale and contour interval showing visible surface features, contours and spot elevations within the mapping limits. The mapping limits are understood to extend from approximately the middle of the outside lane to the edge of right of way on each side of Airport Way, and to the north and south project limits.
D - Site Reconnaissance

Site reconnaissance will be conducted to verify existing conditions, including major utility locations, fence lines, driveway locations, etc. Photograph site for in-house study and for presentations.

**Deliverables:**
- Digital file of the topographic mapping in an AutoCAD compatible format.
- Site photo boards.

Task No. 4 - Plans, Specifications & Estimates (Construction Documents)

The KSN team will compile existing data available from the City of Stockton, utility companies, San Joaquin County, etc. Such information may be in the form of hard copy documents, as-built plans, reports, City GIS data, and studies.

A - Civil Engineering

KSN will perform and coordinate all design tasks required for the documentation of the proposed civil improvements, including but not limited to: project control and geometrics; storm drainage modifications; City of Stockton owned utilities; median curb; erosion control; signage; striping; and traffic control.

Transitions to existing improvements and hard surfaces will be clearly defined and detailed with appropriate cross-sections and profiles.

All modifications, extensions, relocations or replacements to the existing City owned utilities will be coordinated with the City of Stockton’s Municipal Utilities Department.

Provisions will be clearly provided for in the project plans and specifications to ensure that temporary access to all existing driveways within the project corridor is provided by the contractor at all times during the course of construction.

B - Hardscape and Landscape Architectural Design

Callander Associates will provide the design services for the design documentation of the planting, irrigation and decorative hardscape.

C - Construction Documents

Improvement plans will be prepared on base sheets with the field survey data as a background, at a scale of 1”=20’. At this scale each sheet will cover one block of the project. Areas requiring greater detail will be prepared at an appropriate scale. The improvement plans will be prepared on a 24” by 36” sheet size with a print area that will permit half scale plans to be printed on 11” by 17” sheets.

The improvement plans are anticipated to include the following sheets:

- Title Sheet
- General Notes
- Project Control Plan
- Temporary Construction Signage Plans
- Traffic Control Plans
- Erosion Control Plans
- Demolition Plans
Typical Cross-Sections and Miscellaneous Details
Layout Plans (plan/profile)
Signage/Striping Plans
Architectural Hardscape Plans
Architectural Hardscape Details
Planting Plans
Planting Details
Irrigation Plans
Irrigation Details

The improvement plans will be prepared in an Autodesk AutoCad version 2011 compatible electronic format.

KSN will prepare the technical specifications and/or special provisions for the proposed improvements. These specifications will be incorporated with general conditions and the bid forms, which will be prepared by the City of Stockton. The specifications will be prepared in the City of Stockton format. Specifications will be prepared in a Microsoft Word 2010 compatible electronic format.

KSN will prepare an engineer’s estimate of construction cost for the proposed improvements. The spreadsheet will be prepared in a Microsoft Excel 2010 compatible electronic format.

**Deliverables:**

KSN will submit the construction documents for the project to the City for review and comment at the completion of 60% completion, 90% completion, and final completion stages.

**60% Submittal:** The 60% submittal will consist of six sets (6) of half scale photocopies (11”x17”) of the plans, an outline of the special provisions, and a draft engineer’s estimate of construction costs. At this submittal, the plans will depict: the existing features; the basic geometrics and the schematic layout of the proposed improvements; and the identification of potential conflicts with existing utilities and features.

**90% Submittal:** The 90% submittal will consist of one set (1) of full scale (24”x36”) and six sets (6) of half scale photocopies (11”x17”), specifications, and an updated engineer’s estimate of construction costs will be submitted to the City for review and comment. This design submittal will include detailed plans of all the proposed improvements, documentation of construction details, detailed specifications, and will incorporate comments from the 60% submittal.

**Bid Document Submittal:** The Bid Documents will consist of one (1) reproducible mylar, full size set of improvement plans, one (1) reproducible set of specifications, and an updated engineer’s estimate of construction costs. This Bid Documents will include final construction details incorporating the City’s comments from the 90% submittal. A CD will be provided with the final improvement plans in an electronic file in AutoCad Civil 3D version 2011 compatible format, the specifications in an electronic file in MS Word 2010 compatible format, and the engineer’s estimate of construction costs in an electronic file in MS Excel 2010 compatible format.
The City of Stockton will distribute sets of each submittal package to the appropriate individuals in each City department having jurisdiction over the proposed improvements for review and comment. The City will consolidate comments from the departments, will resolve conflicting comments between City departments, and will provide KSN with one set of red line comments on the improvement plans and the specifications for the 60% and 90% submittal.

**Task No. 5 - Public Outreach**

Judith Buethe Communications (JBC), a local public relations firm familiar with the project area, will be responsible for designing and implementing the public outreach and involvement program. Substantial and meaningful public outreach and involvement will be critical to satisfying community needs and achieving the consensus needed for a viable project. The approach and work plan will be inclusive, detailed, and hands-on with plenty of opportunities for two-way communication between the project team members and members of the public. The scope will be implemented with care and sensitivity. An action plan is outlined below.

**A - Stakeholder’s Database**

Identify stakeholders and create a database for review that includes, but is not limited to, the property owners and tenants along Airport Way; business, community, and civic groups; business owners and managers; associations; staff of government at all levels; emergency services personnel; elected officials; school districts; transit agencies; the San Joaquin Council of Governments; Stockton Unified School District; SJRTD; Rancho San Miguel; Airport Corridor Action Team; and others. The database will include contact information and be coded by interest and activity throughout the project.

**B - ACT Meetings**

KSN and JBC will attend approximately one (1) Airport Corridor Action Team (ACT) meeting to present project design and schedule to the ACT members, receive comments, and discuss outreach activities with ACT members. JBC will schedule a meeting with the ACT to which the general public (See “Stakeholders”) will be invited; write, design, and issue meeting notices by first-class mail to the stakeholder database; prepare agendas, sign-in sheets, comment sheets, signage, and other print materials; assist with preparing exhibits to illustrate concepts and plan elements; provide refreshments; provide translation in pertinent languages (English and Spanish); record public comments and help to facilitate appropriate responses; contact the major businesses near the project area and deliver extra invitations or flyers to the grocery store within the project area; and prepare a Summary Meeting Report of the public/ACT meeting.

JBC will also prepare and send a news release to mainstream and alternative media sources, as well as to the City’s Public Information Officer and City Public Works Web technician, as well as provide information for the City’s Web site.

**C - Project Hotline**

JBC will staff project Hotlines (telephone and e-mail) and maintain a contact log.

**Task No. 6 - Bidding Assistance**

KSN will assist the City of Stockton during the bidding process. Bidding Phase assistance will include the following services:

- Assist City in the preparation of letters of clarification regarding the design intent of the project plans and specifications in response to questions received from prospective bidders.
- Review bid results and make recommendations to the City regarding the award of the contract.

Assumptions And Exceptions
While the above scope of work is considered clear and direct in content and understanding, for additional clarification purposes, the following assumptions and exclusions are specifically noted:

General Assumptions
- Client will provide access to the site prior to commencement of survey tasks.
- Survey scheduling is subject to weather or site conditions.
- A city SWQCP will not be required.
- The Contractor will be responsible for the project SWPPP.
- The pavement structural section used on previous Airport Way phases will be used for the Airport Way Streetscape Beautification Phase 4 Project.

General Exclusions
- Please note that the scope of work as detailed above does not include the following services:
  - Federal, state, county, city, local district or other agency fees, if required, for permits, applications, submittals or duplication costs incurred during the course of research, or related costs.
  - Securing of permits from governmental agencies.
  - Application fees, plan checking fees, recording fees, permit fees, etc.
  - Environmental clearances for the site, or the proposed project.
  - Structural engineering or design.
  - Design and documentation of improvements or modifications to traffic signals adjacent to the project.
  - Securing or providing Title Reports or other title documentation for site.
  - Any permit design requirements.
  - Construction assistance.
  - Preparation of Level of Service analysis work.
  - Conducting traffic volume counts
  - Preparation of signal-timing plans.
  - Public art design and documentation
  - Hazardous materials testing and reporting.
  - Surveys or mapping for: setting of new monuments; temporary marking of new property corners; identifying or referencing boundary corners or lines not already identified on a legally recorded document; resetting of lost or disturbed monuments, either discovered or affected through project construction activities, per Sections 8762, 8765, and 8771 of the Professional Land Surveyors Act.
**Design Team**

KSN is the prime consultant, and will be responsible for client coordination, design team coordination, surveys and mapping, utility coordination, and the design and documentation of grading, drainage, concrete hardscape, paving, and striping. The subconsultant is Callander Associates, who will be responsible for decorative hardscape, irrigation, and landscape design.

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<td>Kjeldsen, Sinnock &amp; Neudeck, Inc. (KSN)</td>
<td>711 N. Pershing Avenue Stockton, CA 95203</td>
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<td></td>
<td>Phone: 209-969-0268</td>
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<td><a href="http://www.ksninc.com">www.ksninc.com</a></td>
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<tr>
<td>Callander Associates Landscape Architects</td>
<td>11180 Sun Center Drive, Ste 104 Rancho Cordova, CA 95670</td>
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<td>Email: <a href="mailto:dmiller@cavalleyoffice.com">dmiller@cavalleyoffice.com</a></td>
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<tr>
<td>Judith Buethe Communications (JBC)</td>
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<tr>
<td></td>
<td>Fax: 209-942-3080</td>
<td></td>
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<tr>
<td></td>
<td><a href="http://www.buethecommunications.com">www.buethecommunications.com</a></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>
Fee Estimate

KSN proposes to provide the above described scopes of work on a time and materials basis in accordance with the attached fee schedule. The following are fee breakdowns by task:

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Consultant/Subconsultant</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>KSN</td>
<td>Callander</td>
</tr>
<tr>
<td>Task No. 1 - Project Management</td>
<td>$8,291.00</td>
<td>$1,694.00</td>
</tr>
<tr>
<td>Task No. 2 - Utility Research &amp;</td>
<td>$2,910.00</td>
<td>0</td>
</tr>
<tr>
<td>Coordination</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task No. 3 - Surveying &amp; Mapping</td>
<td>$6,906.00</td>
<td>$495.00</td>
</tr>
<tr>
<td>Task No. 4 - Plans, Specifications &amp;</td>
<td>$34,440.00</td>
<td>$15,180.00</td>
</tr>
<tr>
<td>Estimates</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task No. 5 – Public Outreach</td>
<td>$750.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>Task No. 6 - Bidding Assistance</td>
<td>$2,500.00</td>
<td>$968.00</td>
</tr>
<tr>
<td>Reimbursables</td>
<td>$1,300.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$57,097.00</td>
<td>$19,837.00</td>
</tr>
<tr>
<td>Percent of total estimate</td>
<td>69.7%</td>
<td>24.2%</td>
</tr>
</tbody>
</table>
# 2011 Fee Schedule

## Prevailing Wage Projects

Effective 1-1-2011

<table>
<thead>
<tr>
<th>Services</th>
<th>Hourly Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Engineering and Consulting</strong></td>
<td></td>
</tr>
<tr>
<td>Principal Engineer</td>
<td>$195.00</td>
</tr>
<tr>
<td>Associate Engineer</td>
<td>$175.00</td>
</tr>
<tr>
<td>Senior Assistant Engineer</td>
<td>$150.00</td>
</tr>
<tr>
<td>Assistant Engineer</td>
<td>$130.00</td>
</tr>
<tr>
<td>Junior Engineer</td>
<td>$110.00</td>
</tr>
<tr>
<td>Senior Surveyor</td>
<td>$168.00</td>
</tr>
<tr>
<td>Surveyor</td>
<td>$140.00</td>
</tr>
<tr>
<td>Assistant Surveyor</td>
<td>$115.00</td>
</tr>
<tr>
<td>Senior Technician/Draftsperson/CAD Operator</td>
<td>$95.00</td>
</tr>
<tr>
<td>Junior Technician/Draftsperson/CAD Operator</td>
<td>$85.00</td>
</tr>
<tr>
<td>Clerical</td>
<td>$66.00</td>
</tr>
<tr>
<td>Inspector &amp; Vehicle</td>
<td>$135.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Survey Crew</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>One Man Field Crew &amp; Vehicle</td>
<td>$166.00</td>
</tr>
<tr>
<td>Two Man Field Crew &amp; Vehicle</td>
<td>$240.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Special Consultants</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Cost Plus 10%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reimbursable</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Mileage</td>
<td>$0.59 Per Mile</td>
</tr>
<tr>
<td>Special Printing, Photos, Copies, Travel,</td>
<td></td>
</tr>
<tr>
<td>Telephone, Fax, Survey Materials, etc.</td>
<td>Cost Plus 10%</td>
</tr>
<tr>
<td>Trimble 4800/5700 GPS</td>
<td>$25.00 Per Receiver Per Hour</td>
</tr>
<tr>
<td>Leica TCRA 1103 Robotic Total Station</td>
<td>$35.00 Per Hour</td>
</tr>
<tr>
<td>Leica HDS Scanner</td>
<td>$150.00 Per Hour</td>
</tr>
<tr>
<td>18' Boston Whaler</td>
<td>$55.00 Per Hour</td>
</tr>
</tbody>
</table>

**Note:** Fees are due and payable within 30 days from the date of billing. Fees past due may be subject to a finance charge computed on the basis of 1½ % of the unpaid balance per month.

Hourly rates are subject to review and adjustment January 1st of each calendar year.
EXHIBIT B
INSURANCE REQUIREMENTS
CONSULTANTS

CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, volunteers, or employees.

1. **INSURANCE** Throughout the life of this Contract, the Consultant shall pay for and maintain in full force and effect with an insurance company admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A: VII" in Best Insurance Key Rating Guide, the following policies of insurance:

   A. **COMMERCIAL (BUSINESS) AUTOMOBILE LIABILITY** insurance, endorsed for "any auto" with combined single limits of liability of not less than $1,000,000 each occurrence.

   B. **WORKERS' COMPENSATION** insurance as required under the California Labor Code and Employers Liability Insurance with limits not less than $1,000,000 per accident/injury/disease.

   C. **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY AND MISCELLANEOUS SUPPLEMENTARY INSURANCE**;

   FOR ADDITIONAL REQUIREMENT(S):

   (i) **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY** insurance which shall include Contractual Liability, Products and Completed Operations coverages, Bodily Injury and Property Damage Liability insurance with combined single limits of not less than $1,000,000 per occurrence, and if written on an Aggregate basis, $2,000,000 Aggregate limit.

   (ii) **PROFESSIONAL ERRORS AND OMISSIONS**, Not less than $50,000 per Claim/$1,000,000 Aggregate. Certificate of Insurance only required.

Deductibles and Self-Insured Retentions must be declared and are subject to approval by the CITY.

The Policy(s) shall also provide the following:

1. The Commercial General Liability insurance shall be written on ISO approved occurrence form with additional insured endorsement naming: City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are additional insureds.

2. All insurance required by this Agreement shall be with a company acceptable to the CITY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONSULTANT completes its performance of services under this Agreement.
3. For any claims related to products provided under this contract, the Consultant's insurance coverage shall be primary insurance as respects the City of Stockton its officers, agents, and employees. Any coverage maintained by the CITY shall be excess of the Consultant's insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against the CITY.

4. Each insurance policy required by this clause shall have a provision that coverage shall not be cancelled by either party, except after thirty (30) days' prior to written notice by certified mail, return receipt requested, has been given to the CITY. Further, the thirty (30) day notice shall be unrestricted, except for workers' compensation, or non-payment of premium, which shall permit ten (10) days advance notice. The insurer and/or the contractor and/or the contractor's insurance agent shall provide the CITY with notification of any cancellation, major change, modification or reduction in coverage.

5. Regardless of these contract minimum insurance requirements, the Consultant and its insurer shall agree to commit the Consultant's full policy limits and these minimum requirements shall not restrict the Consultant's liability or coverage limit obligations.

6. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnity the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.

7. The Company shall furnish the City of Stockton with the Certificates and Endorsement for all required insurance, prior to the CITY's execution of the Agreement and start of work.

8. Proper address for mailing certificates, endorsements and notices shall be:

          City of Stockton  
          Attention: Risk Services  
          425 N. El Dorado Street  
          Stockton, CA 95202

9. Upon notification of receipt by the CITY of a Notice of Cancellation, major change, modification, or reduction in coverage, the Consultant shall immediately file with the CITY a certified copy of the required new or renewal policy and certificates for such policy.

Any variation from the above contract requirements shall only be considered by and be subject to approval by the CITY's Risk Manager (209) 937-8682. Our fax is (209) 937-5702.

If at any time during the life of the Contract or any extension, the Consultant fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

If the Consultant should subcontract all or any portion of the work to be performed in this contract, the Consultant shall cover the sub-contractor, and/or require each sub-contractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-contractor's insurance shall have the same impact as described above.