

CITY OF YUBA CITY  
STAFF REPORT

**Date:** December 21, 2021  
**To:** Honorable Mayor & Members of the City Council  
**From:** Public Works Department  
**Presentation By:** Diana Langley, City Manager

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**Summary**

**Subject:** Feasibility Study for Abandoned Railroad Corridor

**Recommendation:** Adopt a Resolution which takes the following actions:

1. Awards a Professional Services Agreement to Dokken Engineering of Folsom, CA for the Feasibility Study for Abandoned Railroad Corridor Project in the amount of \$224,169.50, subject to material terms, with the finding that it is in the best interest of the City
2. Authorizes the Finance Director to accept grant funds into Account No. 301-43495 in the grant award amount of \$200,000
3. Authorizes the Finance Director to make a supplemental appropriation in the amount of \$200,000 from Account No. 301-43495 to CIP Account No. 901282-65501
4. Authorizes the Finance Director to make a supplemental appropriation in the amount of \$55,377.98 from unallocated Transportation Development Act funds to CIP Account No. 911282-65501

**Fiscal Impact:** \$255,377.98 – Total Study Cost – Account No. 1282 (Union Pacific Railroad Feasibility Study)

\$224,169.50 – Contract Award Amount  
\$20,000.00 – Study Management  
\$11,208.48 – Study Contingency (5%)

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**Purpose:**

To extend the City's pedestrian and bicycle facilities throughout the abandoned railroad corridor, creating a more accessible and connected active transportation network.

**Background:**

In October of 2019, the Public Works Department applied for a Caltrans Sustainable Transportation Planning Sustainable Communities Grant to secure funding for a Feasibility Study (Study). The purpose of the Study is to allow the City to determine the feasibility of converting the existing railroad right of

way between Harter Parkway and Plumas Street to a bike/pedestrian path, and provide conceptual design alternatives for future grant applications. In June of 2020, the City was notified that it was awarded \$200,000 in grant funding for the Study.

In November of 2020, the City entered into a Restricted Grant Agreement with the California Department of Transportation (Caltrans) to receive funds for the Study. The City issued a Request for Proposals on September 27, 2021, with a deadline for submittals of October 28, 2021.

### **Analysis:**

The City received three proposals. A review of each proposal was completed by a selection committee of Public Works Engineering and Development Services Planning staff. The proposals were ranked using the following evaluation criteria:

<b>Evaluation Criteria</b>	<b>Maximum Score</b>
Understanding and Compliance with Request for Proposal	25 points
Capability and Experience of Consultant	30 points
Ability to Meet Project Timelines	20 points
Previous Client Satisfaction	10 points
Ability to Conform Design to City's Vision of Future Development	15 points
Total:	100 points

While all of the consultants were highly qualified, the selection committee ranked Dokken Engineering (Dokken) as the top-ranked, responsive proposer, with an average score of 90.25. Dokken's proposal exhibited their vast experience with State and Federal agencies, provided a thoughtful outreach process inclusive of English, Spanish, and Punjabi speaking residents, and outlined environmental and right-of-way services in a manner that is cognizant of existing conditions and provides efficient solutions. Dokken also provided a great example of a Feasibility Study which they conducted for the City of Chico, ultimately resulting in a \$12.5 million-dollar award for design and construction.

Dokken has created a good working relationship with the City through their previous design work on the 5<sup>th</sup> Street Bridge Project, and through their current design of the Sutter Bike Path Gap Closure Project. This work has also provided them with a unique familiarity with the community, and its vision for future development.

Lastly, Dokken's assigned ADA/Bike/Trail Specialist for the study is a daily bike commuter and League Certified Cycling Instructor. He has prepared bicycle and pedestrian planning studies and master plans for many public agencies and is a regular consultant to the City of Folsom on bike and trail projects. He also is an Americans with Disabilities Act (ADA) and active transportation specialist, which brings expertise to the team that other consultants are not proposing.

Staff has met with Dokken to develop a detailed scope of work and fee in accordance with Caltrans Consultant Selection requirements and industry standards. Dokken Engineering has the professional qualifications for the services required, availability, and can provide the services at a fair and reasonable cost.

### **Fiscal Impact:**

The total contract amount to be awarded is \$224,169.50, of which \$200,000 would consist of State Highway Account (SHA) grant funds, and \$24,169.50 would be local funds. Additionally, staff is requesting a 5-percent contingency of \$11,208.48, for any unforeseen circumstances or additional work that may be required to complete the Study, and \$20,000 for staff time to manage the study throughout

the 12-month period in which the Study is to be developed, both of which would be funded using local funds.

Staff is requesting that the Finance Director be authorized to accept the \$200,000 in grant funds into Account No. 301-43495 and then appropriate said grant funds into CIP Account No. 901282-65501. Staff is also requesting that the Finance Director be authorized to make an appropriation of unallocated Transportation Development Act (TDA) funds in the amount of \$55,377.98 to CIP Account No. 911282-65501. These actions will result in the Study being fully funded. Once the Study has been completed and approved, staff will request the \$200,000 reimbursement from Caltrans.

New due to the modified recommendation.

**Alternatives:**

1. Do not award the contract to Dokken, and either negotiate with the next ranked consultant, or issue another request for proposals. This may result in delays that could create a loss of available funds for the Study.
2. Modify the terms of Dokken's contract.

**Recommendation:**

Adopt a Resolution which takes the following actions:

1. Awards a Professional Services Agreement to Dokken Engineering of Folsom, CA for the Feasibility Study for Abandoned Railroad Corridor Project in the amount of \$224,169.50, subject to material terms, with the finding that it is in the best interest of the City
2. Authorizes the Finance Director to accept grant funds into Account No. 301-43495 in the grant award amount of \$200,000
3. Authorizes the Finance Director to make a supplemental appropriation in the amount of \$200,000 from Account No. 301-43495 to CIP Account No. 901282-65501
4. Authorizes the Finance Director to make a supplemental appropriation in the amount of \$55,377.98 from unallocated Transportation Development Act funds to CIP Account No. 911282-65501

**Attachments:**

1. Resolution
2. (Draft) Professional Services Agreement
3. Study Area Exhibit

Prepared By:  
Josh Wolffe  
Associate Civil Engineer

Submitted By:  
Diana Langley  
City Manager

## ATTACHMENT 1

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY  
AWARDING A PROFESSIONAL SERVICES AGREEMENT TO DOKKEN  
ENGINEERING IN THE AMOUNT OF \$224,169.50 FOR THE FEASIBILITY STUDY  
FOR ABANDONED RAILROAD CORRIDOR PROJECT**

WHEREAS, the California Department of Transportation has allocated funding in the amount of \$200,000 for the Feasibility Study for Abandoned Railroad Corridor Project (Project); and

WHEREAS, staff issued a Request for Proposals on September 27, 2021 to find the most qualified consultant to provide transportation study and planning services for the Project and received three proposals by or on October 28, 2021; and

WHEREAS, after careful analysis of the proposals based on the guidelines set forth by the California Department of Transportation, staff has determined Dokken Engineering to be the most qualified to provide the transportation study and planning services; and

WHEREAS, staff recommends awarding a Professional Services Agreement to the top-ranked consultant, Dokken Engineering, for transportation study and planning services for the Project.; and

WHEREAS, it has been determined by the City Council that such provisions are in the public interest.

NOW, THEREFORE, the City Council of the City of Yuba City does resolve as follows:

Section 1. The City Council of the City of Yuba City finds that Dokken Engineering is the top ranked, most qualified responsive proposer, and has demonstrated competence. The City Council finds that Dokken Engineering has the professional qualifications for the services required, availability, and can provide the services at a fair and reasonable cost. The City Council approves the "Professional Services Agreement" attached as Exhibit "A" with Dokken Engineering subject to its material terms. The City Manager is authorized to execute the same on behalf of the City and to make any non-material, technical, and clerical edits and corrections to the agreement subject to approval as to form by City Attorney.

Section 2. The City Council of the City of Yuba City authorizes the Finance Director to accept grant funds into Account No. 301-43495 in the grant award amount of \$200,000.00.

Section 3. The City Council of the City of Yuba City authorizes the Finance Director to make a supplemental appropriation in the amount of \$200,000.00 from Account No. 301-43495 to CIP Account No. 901282-65501.

Section 4. The City Council of the City of Yuba City authorizes the Finance Director to make a supplemental appropriation in the amount of \$55,377.98 from unallocated Transportation Development Act funds to CIP Account No. 911282-65501.

Section 5. This Resolution shall take effect immediately.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 21<sup>st</sup> day of December, 2021.

AYES:

NOES:

ABSENT:

ATTEST:

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Dave Shaw, Mayor

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Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM  
COUNSEL FOR YUBA CITY:

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Shannon Chaffin, City Attorney  
Aleshire & Wynder, LLP

Exhibit(s):

A. (Draft) Professional Services Agreement

## EXHIBIT A

## **PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of December 24, 2021 by and between the City of Yuba City, a municipal corporation ("City") and Dokken Engineering ("Consultant").

### **RECITALS**

- A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and
- B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein; and
- C. City desires to retain Consultant to render professional services as set forth in this Agreement.

### **AGREEMENT**

- 1. Scope of Services. The Consultant shall furnish the following services in a professional manner.

**See Attached Scope of Services  
(Exhibit 1)**

- 2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is completed and approved by the City. Finalization shall be completed at the direction of the City of Yuba City, but prior to February 28, 2023.
- 3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Exhibit 1, which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed \$224,169.50 without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
- 4. Method of Payment.



- 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. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of \$18,652.97. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.
- D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- E. 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.
- F. 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.
- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- H. 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:

Josh Wolffe  
Public Works Department  
City of Yuba City  
1201 Civic Center Blvd  
Yuba City, CA 95993  
(530) 822-3288

- I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$224,169.50
  - J. 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.
5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City.
6. 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.

7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees, agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon request.

\* Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regards to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the

related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

8. Consultant's Books and Records:

- a. Consultant shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrated performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and

- b. Possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(B)(2).)

10. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

11. 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.

12. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by

Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

13. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

14. 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 prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime 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 subagreement 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.

15. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of Yuba City business license.

14. Indemnity. Consultant agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs, including attorney fees and expenses in connection therein), arising out of the performance of this Agreement in whole or in part by any negligent act or omission of the Consultant, or anyone directly or indirectly employed by the Consultant or anyone for whose acts the Consultant may be liable, or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.

15. Insurance Requirements. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, necessary insurance policies as described in Exhibit 2.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed

communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City	Josh Wolffe Public Works Department City of Yuba City 1201 Civic Center Blvd Yuba City, CA 95993 (530) 822-3288
If to Consultant:	Eric Espinoza Project Manager Dokken Engineering 110 Blue Ravine Road, Suite 200 Folsom, CA 95630 (916) 858-0642

17. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.
18. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
19. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under the Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
20. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
21. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

22. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Sutter.
23. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
24. 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 Public Works Director, 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.
25. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
26. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. Prohibited Interest. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of

this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

28. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non- discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

***IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.***

**CITY OF YUBA CITY:**

**CONSULTANT:**

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

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

**Diana Langley**  
**Interim City Manager**  
**City of Yuba City**

**Matthew N. Griggs, PE**  
**Vice President & Principal in Charge**  
**Dokken Engineering**

Attachments: Exhibit 1 – Scope of Services  
Exhibit 2 – Insurance Requirements

**Exhibit 1**  
**Scope of Services**

## Scope of Work / Deliverables

### Task 1 Project Management

#### Task 1.1 Meetings and Coordination

Dokken Engineering (DE) will organize, attend, and facilitate meetings, as necessary, to provide progress updates, coordinate between technical disciplines, and facilitate overall project communication. Anticipated meetings include a project kick-off meeting, Project Development Team (PDT) meetings, and focused technical coordination meetings. For each meeting, DE will provide meeting notices, prepare meeting materials and agenda, attend and facilitate the meeting, and prepare meeting minutes. Monthly meetings are anticipated. Dokken will coordinate kickoff meeting with City Staff, stakeholder representatives. Meeting will set expectations for feasibility study; vision, project goals, objectives, and list of stakeholder. Dokken will prepare project schedule and maintain updated for PDT.

##### Deliverables:

- ✓ Meeting notices, agendas, minutes, meeting exhibits, participant list, schedule, community stakeholder list

#### Task 1.2 - Project Administration

Dokken will monitor and control the effort and progress of the services as follows: set up project accounting system, prepare subconsultant agreements, monitor subconsultant progress and review/approve invoices, prepare progress reports and client invoices, and prepare and adjust project schedule.

##### Deliverables:

- ✓ Monthly Progress Reports and Invoices

#### Task 1.3 - Quality Assurance/Quality Control Review (QA/QC)

Dokken will prepare a Quality Control Plan and provide the technical resources necessary to review the deliverables for compliance with City and State requirements. Independent reviews will be conducted by senior staff not directly involved with the design or preparation of the deliverables.

Quality control reviews will be performed for the following deliverables as part of the task for said deliverables.

##### Deliverables:

- ✓ List of Alternatives For Feasibility Study
- ✓ 80% Feasibility Study
- ✓ Final Feasibility Study

### Task 2 Data Collection and Analysis

#### Task 2.1 – Review Reports, Studies and Planning Documents

Analyze existing planning documents, environmental documents, demographic information, traffic studies, accident and injury data, and any additional information which will be necessary to determine existing conditions of corridor and improvements that may have already been proposed.

### **Task 2.2 – Corridor Audit**

Dokken will audit the 2.3-mile abandoned railroad corridor and the bicycle infrastructure gap between Plumas Street and Second Street. Dokken will assess existing conditions at major roadway crossings intersecting bicycle lanes/ routes and 5th Street Bridge and Feather River Levee Bike Trail connections. Identify City/regional assets, nearby destinations, and public transportation access points.

### **Task 2.3 – Environmental Site Reconnaissance**

Environmental team will complete a site walk and provide an environmental status of each segment of the corridor.

### **Task 2.4 – Right of Way Ownership Verification**

Right of way team will conduct preliminary investigation to verify ownership and zoning of all portions of corridor. Team will use databases such as Parcelquest, MLS, and Datatree, as well as county GIS data, and obtaining preliminary title reports for unconfirmed parcels (anticipating 3 PTRs).

### **Task 2.5 – Surveying**

UNICO will collect minimal ground survey shots at critical locations deemed necessary to accurately perform preliminary engineering.

#### **Deliverables:**

- ✓ List of reviewed documents
- ✓ Memo summarizing findings (environmental, right of way, engineering constraints)
- ✓ Preliminary Title Reports (3)
- ✓ Survey point file

### **Task 2.6 - Preliminary Recommendations**

Develop preliminary plans, estimate, and exhibits with recommendations for alternatives to be furthered studied.

Preliminary plans will show major construction components with multiple plans shown at high volume crossings and other multi-options areas.

Geocon will prepare a Preliminary Geotechnical Memorandum for the bridges, retaining walls and trail pavement sections, based on available data.

#### **Deliverables:**

- ✓ Preliminary recommendation exhibits
- ✓ Preliminary plans and estimates
- ✓ Preliminary Geotechnical Memorandum

## **Task 3 Outreach**

### **Task 3.1 – Public Engagement Opportunities**

Dokken will work with the City to create a public outreach strategy representative of the diversity in Yuba City. The strategy will include three public meetings that present corridor features, maps, and preliminary design concepts that participants can react to and discuss with City staff and the project development team.

Meetings will be held in accessible locations that could include the Yuba-Sutter Fairgrounds, the Gauche Aquatic Park, or



one of the local public schools or fire stations.

Additional community engagement activities could include outdoor popup stands at, for example, the Farmers' Market on Plumas Street, along the existing bicycle/pedestrian path, and/or at one of the arts or cultural festivals in the City.

Being mindful of COVID public health guidelines will be important and may result in a hybrid meeting model in person with the opportunity to join virtually via Zoom or other online platform preferred by the City. Our team could also organize an outside gathering at, for example, the fairgrounds or Yuba City High School. Should the need arise to host meetings completely virtually, Dokken has experience facilitating such meetings to encourage dialogue, Q and A, and small group discussion.

Dokken will create agendas, fact sheets, flyers, comment cards, renderings, and other meeting materials. An attendance list will be created along with meeting minutes and outcomes after each meeting or popup gathering.

Public engagement will be an iterative process with each meeting building on the prior one while being mindful that community members likely will not attend every meeting, but will still be able to actively participate. Engagement activities will feature a baseline of the project and also present specific features and issues the feasibility study will address.

Outreach material and interpretation in both Spanish and Punjabi will be consistent throughout the public engagement process. A number of Dokken team members are fluent in Spanish and we would work with local organizations like the Punjabi American Heritage Society or Sikh Temple to identify Punjabi translators.

### **Task 3.2 – Virtual Community Engagement**

The Dokken team will develop a strategy to engage the community through passive and virtual means. Dokken will provide content and links to online surveys to gather input from communities. Maps and renderings will be provided for the City to upload to their website along with facts sheets and informational flyers.

Dokken can develop a standalone website (example site at <https://bikeway99.com/>) if desired or provide, as mentioned above, content to be plugged into Yuba City's website. This online presence will gather feedback from a broader audience and will also encourage participation at the in person activities. Preliminary design features, maps, and renderings can be uploaded to a website with additional data updated to such material allowing the community to witness the feasibility study take shape.

Virtual community engagement can also incorporate specific time slots, e.g. two hour Zoom calls, where people can join during a certain timeframe for a Q and A session. Social media and email discussions can also take place and outcomes from that input will be captured and summarized.

#### **Deliverables:**

- ✓ Meeting agendas, comment cards and summary of comments, meeting minutes
- ✓ Fact sheets, flyers, maps, and renderings
- ✓ Survey content and results
- ✓ Website and social media content

## **Task 4 80% Feasibility Study Report (FSR)**

### **Task 4.1 – Alternative Development**

Dokken will coordinate with City and stakeholders to determine preferred alternatives to be further studied. Dokken will prepare a draft feasibility study which will consider constraints and provide recommendations. The format will follow the outline provided in the RFP page.

#### **Task 4.2 – Alignment Design Criteria**

Dokken will develop criteria that will be used to lay out the bikeway alignment and bridge crossings. Profile, horizontal alignment, access, cross slope, curb, railing, ramps, lighting, security, visibility, sight distance, vertical clearance, traction and other criteria will be developed. At a minimum, Caltrans' Highway Design Manual (Ch 1000) and the City's Design Criteria and Improvement Standards will be included in the criteria.

#### **Task 4.3 – Environmental Considerations**

Dokken environmental staff will work with the project engineers to develop alternatives. A list of the environmental technical studies and permits required will be developed for each alternative. Dokken environmental staff will identify potential impacts to environmental resources that will significantly increase the project's schedule, mitigation cost, agency permitting requirements, and/or public controversy to ensure the project engineers design alternatives with the least environmental impacts.

#### **Task 4.4 – Identify Existing Utilities**

Dokken will prepare a preliminary utility map identifying public or private utilities that may be affected by project and determine potential relocations. Utility map will be prepared using City records and field observations. Dokken will prepare a summary of utility impacts, proposed resolutions, and cost estimates.

#### **Task 4.5 – Bridge Types and Design Criteria**

For each overcrossing alignment alternative (expected to be 3 locations), Dokken will investigate and provide recommendations for a variety of bridge types. These types will include; steel truss, prestressed concrete box girder, post-tensioned slabs, reinforced concrete slabs, steel girder, steel box beams, and precast concrete girders. This investigation will provide the City with a wide range of costs, span configurations and aesthetic options.

Dokken will also consider retaining walls of various types, including Caltrans Standard Type 1 and mechanically stabilized embankment (MSE) walls.

DE will develop a list of applicable design criteria to be used for the design of structures. Of course, AASHTO LRFD Guide Specifications, Caltrans' Amendment to AASHTO Specification and Caltrans' Bridge Design Manuals will be included in the criteria.

#### **Task 4.6 – Architectural and Cultural Considerations**

Dokken will develop a menu of possible aesthetics and community identifiers for the walls and bridges and will solicit input during public outreach.

#### **Task 4.7 – Right of Way Base Map**

Dokken will create a base map showing existing right of way lines using available City, County and Caltrans mapping. Areas of new right of way and temporary construction easements will be determined for each alternative and plotted on a map.

Dokken Right of Way staff will estimate impacts and possible damages to properties and will utilize market data for the project area to determine price. Dokken will estimate total cost to include appraisal, acquisition, relocation and demolition.

#### **Task 4.8 – Develop Highway Crossing Alternatives**

Dokken will develop three alternative project layouts that feature overcrossing bridges, undercrossings, at-grade crossings.

#### **Task 4.9 – Construction Cost Estimates, Benefit-Cost Analysis (BCA)**

Dokken will prepare construction cost estimates for each alternative and provide a BCA of each alternative. Summary tables will be included in which segments of corridor will be ranked in terms of priority based on cost, BCA, benefit to users, and safety.

#### **Task 4.10 – Comparison of Alternatives**

Alternatives developed during the preparation of the FSR will be compared to each other to select the one that best meets the selection criteria. The selection criteria will be developed by the PDT and through the public outreach process.

Potential selection criteria may include: improve ped-bike safety; decreased vehicle/ped-bike conflicts; increase connectivity; compatibility with Master Plans; public support; likelihood of Caltrans support; fewer right of way impacts; minimize environmental impacts; construction delivery timeline and cost.

#### **Task 4.11 – Summary of Community Input**

All comments received will be tabulated and maintained through the duration of the project. Comments are expected to be received from email, project website, Focus Group meetings, Community Outreach meetings, Planning Commission meetings; City Council meetings; Architectural Review Board meetings; and one-on-one meetings with property and business owners.

#### **Task 4.12 – Community Preferred Alternative**

The Community Outreach meetings will include an opportunity for the public to support or discourage crossing alternatives presented at the meetings. A simple, well received method of measuring community support is to provide red or green stickers to attendees and ask them to place the stickers on the exhibits displayed at each meeting. Red is for discourage and green is for support.

##### **Deliverable:**

- ✓ 80% Feasibility Study (including need for study and background, summary of findings, recommendations, implementation plan and potential funding sources)

### **Task 5 Final FSR**

#### **Task 5.1 – Final Feasibility Study**

Dokken will incorporate feedback received from reviewers and develop final Feasibility Study for final review and input from City staff, selected stakeholders, and Caltrans.

##### **Deliverable:**

- ✓ Final Feasibility Study

#### **Task 5.2 – Final Cost Estimate**

Dokken will prepare a final cost estimate for the project that includes construction cost, right of way cost, environmental permit and mitigation cost, PE costs and right of way soft costs. Cost will be escalated to the year the money is needed for each item noted above.

#### **Task 5.3 – Benefit-Cost Analysis (BCA)**

Dokken will prepare final construction cost estimates for each alternative and provide a BCA of each alternative. Summary tables will be included in which segments of corridor will be ranked in terms of priority based on cost, BCA, benefit to users, and safety.

#### **Task 5.4 – Conclusions**

Dokken will prepare a conclusions section that highlights and formalizes the selected alternative. The selected alternative is the alternative that moves forward to the next step in the project development process.

##### **Deliverable:**

- ✓ Preliminary Environmental Study (PES) form

#### **Task 5.5 – Caltrans Concurrence Letter**

To memorialize Caltrans' involvement and support of the project, Dokken will obtain a Caltrans concurrence letter that will state they consider the alternative(s) acceptable for proceeding to the appropriate project initiation document.

## Exhibit 2

### Agreement for Professional Services

#### Insurance Requirements

- I. **Workers' Compensation Coverage.** Consultant shall maintain Workers' Compensation Insurance for his/her employees in accordance with the laws of the State of California and Employers Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or disease. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance in accordance with the laws of the State of California and Employers Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or disease. For all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.
- II. **General Liability Coverage.** Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- III. **Automobile Liability Coverage.** Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- IV. **Professional Liability Coverage.** Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations are by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

- V. **Endorsements.** Each general liability and automobile liability insurance policy shall be with insurers possessing a current A.M. Best's rating of no less than A:VII and shall be endorsed with the following specific language or equivalent:
- A. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations. Conforms to ISO CG 2009 and CG 2037 10 01. Both are required.
  - B. This policy shall be considered primary insurance as respects to the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
  - C. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
  - D. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.
  - E. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.
  - F. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage except after thirty (30) days written notice has been received by the City.
- VI. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retention's.
- VII. **Certificates of Insurance.** Consultant shall provide certificates of insurance with original endorsements to City, as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of

performance of this agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

## ATTACHMENT 2



