

CONTRACT FOR SERVICES

THIS CONTRACT is made on _____, 2022, by and between the CITY OF ROCKLIN a municipal corporation ("City"), and

DOKKEN Engineering
110 Blue Ravine Road, Ste. 200
Folsom, CA 95630-4713
(916) 585-0642/jramos@dokkenengineering.com

"Contractor" who mutually agree as follows:

1. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this agreement, Contractor shall provide to the City the services described in the Scope of Work, Exhibit A. Contractor shall provide the services at the time, place and in the manner specified in Exhibits A and/or B. Contractor shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services: (a) Contractor notifies the City and City agrees the services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these additional services; and (c) City after notice, approves in writing a supplemental agreement specifying the additional services and the amount of compensation therefore. City shall have no obligation whatsoever under this agreement or any supplemental agreement, unless and until the agreement or supplemental agreement is approved by the City Manager, the City Manager's authorized designee, or by the Rocklin City Council, as required by the Rocklin Municipal Code or other local law or policy.

2. COMPENSATION

A. The City shall pay Contractor for the services rendered pursuant to this agreement at the times and in the manner set forth in the Scope of Services, Exhibit A, the Schedule for Performance, Exhibit B, and in accordance with the Schedule of Fees in Exhibit C, but in no event shall the total compensation exceed the Five Hundred and Seventy-Two Thousand, Seven Hundred and Forty-Seven Dollars (\$572,747). The payments specified in Exhibits A and/or B shall be the only payments to be made to Contractor for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, City approves additional compensation for additional services.

B. Contractor shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. Reimbursable expenses shall be limited to actual expenditures of Contractor for expenses that are necessary for the proper completion of the services and shall only be payable if specifically authorized in advance by City.

C. Contractor shall submit all billings/invoices for services to City in the manner specified in Exhibit B. Contractor's fees shall be as specified in the Scope of Work, Exhibit A or the Schedule of Fees as set forth in Exhibit C. All invoices submitted by Contractor shall contain the following information:

- (1) Job/project name or description;
- (2) City's current purchase order and/or work order number (if applicable);
- (3) Contractor's invoice number;
- (4) Date of invoice issuance;

- (5) Description of services billed under invoice, including the description of tasks performed and the corresponding rate charged for the completion of that task;
- (6) Amount of invoice, itemizing all authorized reimbursable expenses; and
- (7) Total billed to date under agreement.

D. City shall make payment to Contractor net 30 days from receipt of an acceptable invoice. If Contractor's performance is not in conformity with the Scope of Work, Exhibit A, or the Schedule of Performance, Exhibit B, or the provisions set forth above, payments may be delayed or denied, unless the Contractor's failure to perform is a documented result of the City's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 4. City shall not be responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above, or as set forth in the Schedule of Performance.

E. During performance of the agreement and for a period of three (3) years after completing all services, Contractor shall maintain all accounting and financial records related to this Agreement, including but not limited to records of Contractor's costs for all services performed under this agreement and records of Contractor's reimbursable expenses, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the City upon reasonable written notice.

F. Contractor shall pay when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of payment upon request. Contractor hereby agrees to indemnify City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Contractor's breach of this section.

3. FACILITIES AND EQUIPMENT

Contractor shall at its sole cost and expense, furnish all facilities and equipment that may be required for Contractor to perform services pursuant to this agreement. City shall furnish to Contractor, only the facilities and equipment listed in Exhibit A (if any) according to any terms and conditions set forth in Exhibit A.

4. TERM OF CONTRACT

A. This agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the agreement and shall continue in effect until both parties have fully performed their respective obligations under this agreement, unless sooner terminated as provided herein.

B. The services of Contractor are to commence upon receipt of written notice to proceed from the City, and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as **Exhibit B**.

C. The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for a period equal to the original term of this Contract in the manner provided in Section 7.

5. SUSPENSION/TERMINATION:

A. City shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving written notice of suspension to Contractor. If City gives such notice, Contractor shall immediately suspend its activities under this agreement.

B. This Contract may be terminated by either party, provided that the other party is given not less than **60** calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. If the agreement is terminated by the City:

- i. Contractor shall immediately cease rendering services pursuant to this agreement;
- ii. Contractor shall, not later than five days after such notice of termination, deliver to City copies of all information prepared pursuant to this agreement;
- iii. City shall pay Contractor the reasonable value of services rendered by Contractor prior to termination; provided however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the agreement not been terminated or had Contractor completed the services required by this agreement. Contractor shall furnish to City such financial information as in the judgment of the City is necessary for City to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy that city may have in law or equity.

C. Notwithstanding any provisions of this Contract, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Contractor, and the City may withhold any payments due to Contractor until such time as the exact amount of damages, if any, due the City from Contractor is determined.

6. INDEPENDENT CONTRACTOR

Contractor enters into this Contract as an independent contractor and not as an employee or agent of the City. Contractor shall have no power or authority by this Contract to act on behalf of City in any capacity whatsoever as an agent, or to bind the City in any respect or to any obligations whatsoever. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this agreement.

7. AMENDMENTS, CHANGES OR MODIFICATIONS

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

8. EXTENSIONS OF TIME

Contractor may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 7.

9. PROPERTY OF CITY

It is mutually agreed that all materials prepared by the Contractor under this Contract shall become the property of the City, and the Contractor shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Contractor shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Contractor in performing this Contract which is not Contractor's privileged information, as defined by law, or Contractor's personnel information, along with all other property belonging exclusively to the City which is in the Contractor's possession.

10. COMPLIANCE WITH ALL LAWS:

Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, all applicable laws, ordinances, and codes of federal, State and local governments, which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

For all leases and purchases of materials, equipment, supplies or other tangible personal property used to perform the agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit or Seller's Permit from the California State Board of Equalization, in accordance with the applicable SBE criteria and requirements. This provision applies in all instances unless prohibited by the funding source for the agreement.

FOR WORK SUBJECT TO PREVAILING WAGES The work contemplated under this Contract is a public work for the purposes of Labor Code section 1720, and is subject to the payment of prevailing wages. Accordingly, Contractor shall comply with the provisions of Exhibit "E".

11. WARRANTIES AND RESPONSIBILITIES - CONTRACTOR

A. Contractor agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Contractor's profession.

B. Contractor is duly licensed, qualified and experienced to perform the services set forth in the Scope of Services, Exhibit A. Contractor represents and warrants that Contractor has all licenses, permits, qualifications and approvals of whatsoever nature that are legally required for Contractor to practice its profession or provide any services under this agreement. Contractor represents and warrants that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this agreement, any licenses, permits and approvals that are legally required for Contractor to practice its profession or provide such services. If Contractor is an out of state corporation, Contractor further warrants and represents that it possesses a valid certification of qualification to transact business in the State of California issued by the California Secretary of State.

C. Contractor shall perform all services required pursuant to this agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's

profession in California. Contractor shall devote such time and effort to the performance of services pursuant to this agreement as is necessary for the satisfactory and timely performance of Contractor's obligations under this agreement. Neither party shall be considered in default of this agreement to the extent that party's performance is prevented or delayed by any cause that is beyond the reasonable control of that party.

D. All products of whatsoever nature that Contractor delivers to City pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession, and shall be provided in accordance with any scope of services or schedule of performance specified in Exhibits A or B.

E. Contractor shall assign only competent personnel to perform services pursuant to this agreement. Contractor shall designate a project manager who at all times shall represent the Contractor before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Contractor, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld. Contractor shall notify City in writing, of any other changes in Contractor's staff assigned to perform the services required under this agreement, prior to any such performance. In the event the City desires the removal of any person assigned by Contractor to perform services pursuant to this agreement, because the City in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from the City of the desire for the removal of such person.

F. Contractor agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law.

G. Contractor shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Contractor in writing within sixty (60) days of discovery. Should Contractor fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Contractor agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this agreement is based on such independent investigation and research. Contractor shall be liable for any expenses thereby incurred.

12. SUBCONTRACTING

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Contractor shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

13. ASSIGNABILITY

Contractor shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City. The City has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this agreement. However, claims for money due or to become due Contractor from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall

be furnished promptly to the City.

14. INTEREST IN CONTRACT

Contractor covenants that neither it, nor any of its employees, agents, contractors, or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Contractor in writing that Contractor's duties under this Contract warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

15. MATERIALS CONFIDENTIAL

To the extent permitted by law, all of the materials prepared or assembled by Contractor pursuant to performance of this Contract are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

16. LIABILITY OF CONTRACTOR-NEGLIGENCE

Contractor shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Contractor's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Contractor or its employees, agents, contractors or subcontractors.

17. INDEMNITY AND LITIGATION COSTS

Contractor shall protect, hold free and harmless, defend and indemnify the Agency, its Contractors, and each of their officers, employees and agents, from any and all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees and expenses of litigation arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor, its employees or anyone else employed by the Contractor in the performance of professional design services under this agreement, to the extent of the Contractor's proportionate percentage of fault.

To the extent permitted by Civil Code section 2782.8, for all other claims unrelated to the provision of professional design services, the Contractor shall protect, hold free and harmless, defend and indemnify the Agency, its Contractors, and each of their officers, employees and agents, from any and all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees and expenses of litigation, which arise out of or are in any way connected with the Contractor's, or its subcontractors' or suppliers', performance under this agreement or failure to comply with any of the obligations contained in the agreement. This indemnity shall imply no reciprocal right of the Contractor in any action on the agreement pursuant to California Civil Code

section 1717 or section 1717.5. To the fullest extent legally permissible, this indemnity, defense and hold harmless agreement by the Contractor shall apply to any and all acts or omissions unrelated to the provision of professional design services, whether active or passive, on the part of the Contractor or its agents, employees, representatives, or subcontractor's agents, employees and representatives, resulting in claim or liability, irrespective of whether or not any acts or omissions of the parties to be indemnified hereunder may also have been a contributing factor to the liability, except such loss or damage which was caused by the active negligence, the sole negligence, or the willful misconduct of the Agency.

18. CONTRACTOR TO PROVIDE INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, \$2,000,000 aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

2. **Primary Coverage.** For any claims related to this contract, the Contractor's insurance coverage shall be primary with coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, or volunteers, and shall be in excess of the Contractor's insurance and shall not contribute to it.

3. **Notice of Cancellation.** Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

4. **Waiver of Subrogation.** Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

6. **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

7. **Claims Made Policies.** If any of the required policies provide coverage on a claims made basis:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

8. **Verification of Coverage.** Contractor shall furnish the City with original Certificate of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. **Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

10. **Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

19. GENERAL/MISCELLANEOUS PROVISIONS:

A. **Contract Documents.** This agreement and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract. In the event of any conflict between the terms or conditions of this written agreement and any terms or conditions of any document prepared or provided by Contractor and made a part of this agreement, including without limitation any document relating to the scope of services or payment therefor, the written terms of this document shall control over those terms or conditions.

B. **Non-Discrimination in Employment and Equal Employment Opportunity.** Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, color, ancestry, national origin, religious creed, sex (including pregnancy, childbirth breastfeeding or related medical condition), sexual orientation, gender, gender identity, gender expression, age (over 40), disability (mental and physical), medical condition, marital status, citizenship, and military and veteran status.

C. **Inspection of Records.** Contractor shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Contractor.

D. **Entire Agreement.** This Contract constitutes the entire agreement between the parties relative to the services specified herein and supersedes whatever oral or written understanding they may have had prior to the execution of this agreement. No alteration or modification of this agreement shall be valid or effective unless and until such modification is evidenced by a writing signed by both parties to this Contract, by persons authorized to act on behalf of the parties. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. **Severability.** If any portion of this agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

F. **Waiver.** Neither City's acceptance of, or payment for, any service performed by Contractor, nor any waiver by either party of any default, breach, or condition precedent, shall be construed as a waiver of any provision of this agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

G. **Notice.** All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City: City of Rocklin
4081 Rocklin Road
Rocklin, CA 95677

Copy to: City Attorney
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677
Email: LegalNotices@rocklin.ca.us

Contractor: DOKKEN Engineering
110 Blue Ravine Road, Ste. 200
Folsom, CA 95630-4713

H. **Enforcement of Agreement.** This Contract shall be interpreted, governed and enforced in accordance with the laws of the State of California. Venue of any action arising out of this Contract shall be brought and maintained in Placer County California, regardless of where else venue may lie. The parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such courts.

I. **Attorney's Fees.** In any action brought by either party to enforce the terms of this Contract, each party shall bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

J. **Power and Authority to Enter into Agreement.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or Agreement to which Contractor is obligated, which breach would have a material effect hereon.

K. **Exhibits.** All exhibits referred to herein and attached hereto, are by this reference incorporated as if set forth fully herein.

CITY OF ROCKLIN

By: _____
Aly Zimmermann, City Manager

ATTEST:

By: _____
Hope Ithurburn, City Clerk

APPROVED AS TO FORM:

By: _____
Sheri Chapman, City Attorney

CONTRACTOR

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

EXHIBIT A

Contractor Proposal/Scope of Work

The Scope of Work is as follows:

SCOPE OF WORK

Dokken's Work Plan outlining the tasks and deliverables for the Aguilar Road Widening Project is described below. Our approach to the Work Plan is focused on the expedited delivery of the construction documents for bid to meet the City's goal of beginning construction in Summer of 2023. This scope of work assumes that only local funds will be used for the project. Federally-funded projects have additional requirements that are not included in this scope.

Task 1 – Project Management

Task 1.1 – Meetings and Coordination

The project team meetings will serve as the primary forum for reviewing the status of the project and identifying and resolving project issues. Attendees will include Dokken's Project Manager, task leads as needed, City staff and other stakeholders, as necessary.

Task 1.2 – Progress Reports

Dokken's Project Manager will plan, organize, direct and monitor project work and will plan activities and resources in accordance with contracted scope, schedule and budget and will report to the City's Project Manager.

This task includes performing ongoing general project management with the client, subconsultants, and stakeholders, including preparing contract paperwork, memos, letters, and email, making phone calls, and maintaining project files.

Dokken will prepare progress reports to record the progress of the project and as supporting data for invoices presented weekly to the City. The progress report will include recently accomplished tasks, anticipated progress for the next month, pending issues, and schedule completion target dates. The progress report will consist of a brief (1 page) summary of work, and a more detailed description of project status.

The detailed project status will include progress status and budget status for each task. This activity commences with receiving the Notice-To-Proceed, continues through submittal of the key final project deliverables, and concludes when the project is advertised for construction.

Task 1.3 – Project Schedule

The Project Manager will be responsible for maintaining and providing an updated project schedule. The schedule will be updated and provided to the City with any schedule change.

Task 1.4 – Project Administration

Dokken will perform Project Administration by preparing and issuing subconsultant contracts and monitoring subconsultant progress.

Task 1.5 – Quality Assurance/Quality Control Review

Dokken's Quality Control Manager, Rick Liptak, will prepare a Quality Control Plan and provide the technical resources necessary to review the deliverables for compliance with City 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:

- Conceptual Design Memorandum
- 60% Project Plans and Estimate
- 90% Plans, Specifications, and Estimate
- 100% Plans, Specifications, and Estimates

Task 1 Deliverables

- ✓ Meeting minutes including action items and list of meeting attendees, schedule, monthly progress reports, Quality Control Plan and Quality Control Sign-off Documents for each submittal.

Task 2 – Surveying, Potholing, and Base and Right of Way Mapping

Detailed surveys are the key to designing improvements for a project especially where compliance with Americans with Disabilities Act is required. Dokken and our survey partner UNICO Engineering, will use Caltrans Guidelines for Engineering and Construction Surveys of ADA Facilities to ensure that adequate survey is obtained for the project as needed to design the roadway, sidewalks, and associated curb ramps for the project.

UNICO's survey will also capture topography along the corridor and allow Dokken's engineering staff to provide profile, sections, detailed conform grading, as well as identify drainage patterns within the project limits.

Task 2.1 Boundary and Right of Way Surveying

To establish the right of way and adjacent property boundaries, UNICO will research record maps, deed documents and other record drawings of the right of way and property boundaries.

UNICO will perform a field survey to locate monuments of record to resolve and map the record right of way, easements and adjacent property boundaries. To best resolve the boundaries, UNICO will request design team or City to provide title reports of the adjacent parcels to best determine parcel boundaries, right of way, additional easements or other boundary concerns. Once resolved, UNICO will prepare a Right of Way and boundary Land NET base drawing in AutoCAD format based on record and field observed information showing parcel information, ownership details and addresses.

Task 2.1 Deliverables

- ✓ AutoCAD Boundary and Right of Way Base File
- ✓ Point Files
- ✓ Record Maps and Deed Documents
- ✓ APN's, Ownership and Parcel Addresses

Task 2.2 Topographic and Utility Survey

UNICO will establish horizontal and vertical controls and perform topographic surveys along the project corridor. Design level topographic surveys will be performed utilizing conventional (non-aerial) field surveying methods.

UNICO will locate and map all topographic features necessary to complete the design and construction. Topographic items located will include, but are not limited to, roadway improvement features such as curbs, walks, gutters, pavement, striping, shoulders, slopes, grade breaks, drainage features, ditches, culverts, driveways, signs, fences, gates, structures, and trees to include size, type if known and drip circle.

UNICO will locate visible above ground utilities such as manholes, valves, vaults, lights, and utility poles. Topographic limits will extend 50' beyond the anticipated right of way. UNICO will work with design team and City to notify private property owners for access.

UNICO will perform base mapping of all topographic information to include full mapping, 1' contours and resolved 3D surface in an AutoCAD based drawing.

UNICO will set durable project control points for utilization of surveys and for future construction control.

Task 2.2 Deliverables

- ✓ AutoCAD Base File
- ✓ Point Files
- ✓ Resolved 3D Surface File (DTM)

Task 2.3 Plats and Legals

UNICO will prepare plats and legal descriptions for additional right of way, easements and temporary construction easements (TCE). The exact number and location will be identified upon design. For this proposal, UNICO will assume the preparation of nine (9) plats and legal descriptions for right of way and TCE areas for each affected parcel. UNICO will prepare preliminary plats and legal descriptions for review. Upon approval, UNICO will prepare signed and stamped final plats and legal descriptions.

Task 2.3 Deliverables

- ✓ PDF Plats and Legal Descriptions (9)

Task 2.4 Record of Survey

Prior to construction, UNICO will review approved plans and survey mapping documents to locate monuments in or near the project that may be compromised by construction. If discovered, UNICO will perform surveys for monument preservation/perpetuation in accordance with County guidelines and Section 8771 of the Professional Land Surveyors Act in the Business and Professions Code of the State of California. State law requires that survey monuments in roadways that may be compromised by construction be preserved and/or re-set.

UNICO will locate the monument and set nearby reference ties to each monument. UNICO will prepare either County Corner Record Cards or a Pre-Construction Record of Survey prior to construction and submit to County Surveyors Office.

County Corner Record Cards or Record of Survey will provide sufficient information for use in the re-setting and/or verifying the survey monument following construction.

It is assumed that all map check and recording fees will be the responsibility of the City.

Task 2.4 Deliverables

- ✓ Pre-Construction County Corner Record Cards or Record of Survey

Task 2.5 Potholing

Dokken will hire a potholing subcontractor to perform potholing for the project. As the water and sewer lines within the project vicinity were recently upgraded, Dokken will attempt to obtain those plans from PCWA and SPMUD to avoid potholing those utilities.

Dokken will also use plans from the Rocklin Meadows subdivision to aid in preliminarily locating utilities. Dokken assumes that approximately 12 potholes will be required for the project mainly PG&E gas and PCWA water with some overhead PG&E electric or communications service drops. Once potholing has been completed, the verified locations will be added to the project utility basemap.

Task 2.5 Deliverables

✓ Potholing Log

Task 2.6 Project Survey Control Sheet

UNICO will set durable control points for future surveys and construction control. A survey report will be prepared documenting primary controls, methods and procedures, adjustment results, notes and sketches. A project control sheet will be prepared which will include the primary horizontal and vertical control.

Task 2.6 Deliverables

✓ Project Control Sheet

Task 3 – Preliminary Engineering

Preliminary engineering is a necessary and key step in every project to correctly set the scope of improvements and the early identification of utility, right of way, or other potential concerns that have the potential to delay or add costly elements to the project later in final design or construction.

Task 3.1 – Conceptual Design Technical Memorandum

Dokken will review the existing roadway and previous work done for the project for the City and adjacent developments. Once project surveys have been obtained, Dokken will work with the City to confirm the preferred project cross section by developing several alternatives showing impacts to right of way, utilities, trees, other existing features, and proposed geometry.

This step is critical and will be used to set the project footprint, right of way needs, and project typical section.

Once the preferred alternative is chosen, Dokken will document the design decisions in the Conceptual Design Technical Memorandum.

Task 3.1 Deliverables

✓ Alternatives Exhibits

✓ Conceptual Design Technical Memorandum

Task 3.2 – Preliminary Engineer’s Estimate of Cost

Dokken will develop a preliminary engineer’s estimate of cost for the various options developed during the preliminary engineering phase. These estimates will include capital construction costs, right of way, and environmental mitigation costs for the project. The estimates will be developed into sufficient detail for the City to understand major cost items as well as include a contingency appropriate for the preliminary level of design.

Task 3.2 Deliverables

✓ Preliminary Engineer’s Estimate of Cost

Task 3.3 – Geotechnical and Pavement Design Report

Dokken’s geotechnical subconsultant, Geocon Consultants, Inc will review available seismic, geologic, soils, and groundwater information and perform a subsurface exploration program within the planned project limits including

the subsurface soil conditions. We understand that the project subsurface conditions are likely granite bedrock and will develop a pavement section that considers the constructability and long-term performance of the roadway.

We anticipate the following scope of services:

- Obtain an Encroachment Permit from the City of Rocklin to perform the sampling work within the City right of way (fee waived for this City project).
- Prepare a traffic control plan to accompany the encroachment permit application.
- Pre-mark the exploration locations in white paint and notify Underground Service Alert (USA) a minimum of 72 hours before the start of the sample acquisition work.
- Retain the services of a traffic control subcontractor to provide single lane traffic control in accordance with the approved traffic control plan.
- Perform up to six (6) exploratory borings within the project alignment using a truck-mounted drill rig with solid-flight or hollow-stem augers to depths of approximately 3 to 5 feet depending on conditions encountered. We assume one day of drilling will be required.
- Measure the existing pavement section material thicknesses (HMA and AB, if present) at each boring location.
- Obtain representative subgrade soil from the borings.
- Upon completion, backfill the borings with the excavated soil and patch with cold-patch asphalt concrete or rapid-set concrete per City requirements.
- Perform laboratory tests to evaluate pertinent geotechnical parameters including up to two (2) laboratory R-Value tests to evaluate pavement support characteristics.
- Perform laboratory tests.
- Analyze the field and laboratory testing data and prepare a letter report with our conclusions and recommendations. Geocon's letter report will include the following:
 - Site Plan showing the approximate locations of the exploratory borings
 - Laboratory test results
 - Existing pavement structural section thicknesses at the pavement core locations
 - Subgrade soil conditions; and
 - Conclusions and recommendations for earthwork/grading and pavement reconstruction including removal and replacement and FDR.

Task 3.3 Deliverables

- ✓ Draft and Final Pavement Design Letter Memorandum

Task 3.4 Drainage Design and Memorandum

Dokken understands that there are currently not storm drainage inlets or a trunkline within Aguilar Road. Due to the small areas, it is likely that portions of the reconstructed roadway can drain directly to the creek while others may require inlets and storm drain pipelines to discharge runoff to the nearby Aguilar Creek.

Dokken has designed similar projects that have tied into the existing culverts under the road or designed surface drainage swales to avoid the need for permitting of discharge structures. Under this task, Dokken will perform hydrologic and hydraulic calculations in support of the proposed drainage alternative.

Dokken understands in discussion with the City that stormwater treatment will not be required for this project.

Task 3.4 Deliverables

- ✓ Draft and Final Drainage Memorandum

Task 3.5 Design Support for Environmental

Dokken's engineering team will provide exhibits, reviews, and general design support of the environmental efforts. This effort includes development of an Environmental study limits exhibit to be used for the project. This effort also includes the development of exhibits for public meetings and outreach activities.

Task 3.5 Deliverables

- ✓ Environmental study limit exhibits
- ✓ Public outreach exhibits

Task 3.6 Right of Way

Provided below is summary of the scope of services and deliverables Dokken Engineering will provide, as required, for the project as needed to acquire right of way for the project.

Task 3.6.1 - Preliminary Right of Way Requirements Map

Dokken will develop a preliminary right of way requirements map based upon the chosen typical section for the project developed during the Preliminary Engineering phase of work. The right of way requirements mapping will account for Temporary Construction Easements (TCE), Permit to Enter and Construct (PTEC), and acquisitions required for the project.

Task 3.6.1 Deliverables

- ✓ Right of Way Requirements Map

Task 3.6.2 - Right of Way Data Sheets

Dokken Engineering will provide Right of Way Data Sheets for the project which will include current market data to support the acquisition costs. Dokken will review recent sales data and provide an estimate of total acquisition costs based upon permanent and temporary impacts areas. This information will be summarized in a table and include a total cost for all acquisitions.

Dokken will also prepare Right of Way Utility Estimate Worksheet and Utility Information Sheets to support the Right of Way Data Sheets.

Task 3.6.2 Deliverables

- ✓ Right of Way Data Sheet and Acquisition Cost Estimates

Task 3.6.3 - Project Tracking Table

This will outline project milestones, supply completion dates and comments, and will be sent to the client regularly.

Task 3.6.3 Deliverables

- ✓ Project Tracking Table

Task 3.6.4 - Order Title Reports/Title Research

Dokken will order a preliminary title report for the affected property, perform all necessary research for each parcel being acquired.

Task 3.6.4 Deliverables

- ✓ 9 Preliminary Title Reports

Task 3.6.5 - Appraisal Process

Nine appraisals will be completed for the following ten parcels: 045-120-015, 045-120-048, 045-120-012, 045-120-043, 045-120-032, 045-120-033, 045-120-036, 045-110-063, 045-120-052 and 045-120-060. Appraisals will be completed for each affected parcel by a licensed General Real Estate Appraiser and will comply with all laws applicable to the specific appraisal and the Uniform Standards of Professional Appraisal Practice.

A Notice of intent to appraise letter along with the acquisition policy brochure will be provided to impacted property owners.

Task 3.6.5 Deliverables

- ✓ 9 Appraisal Reports

Task 3.6.6 - Negotiate for Right of Way

Permanent and temporary acquisitions will be required from 9 parcels. Dokken's Right of Way team will conduct "good faith negotiations" with affected property owners. Upon approval of first written offer packages by the City, Dokken will meet with owners in person and present and explain all offer package details. Dokken will obtain all required right of way, easements. The City will handle all Permit to Enter and Construct coordination and documents if needed.

Dokken's Right of Way Agents hold California Real Estate Salesperson's Licenses and are working under the direct supervision of a California Real Estate Licensed Broker.

Task 3.6.6 Deliverables

- ✓ Right of Way Agreements, Grant and Easements Deeds, Administrative Settlements, Diaries, Written Summary of Acquisitions, Impasse Letters

Task 3.6.7 - Escrow Coordination

Upon reaching an agreement on the terms and conditions of the acquisition with the property owner, Dokken will be available to assist the Client in opening escrow. Dokken will work closely with the Client and the title company to assist in the timely closing of all transactions. In the event escrow services are not required, Dokken is available to perform these services and record the required documentation.

Task 3.6.7 Deliverables

- ✓ Escrow Documents and Closing Statements

Task 4 – Environmental

Task 4.1 Community Outreach

Per discussions with the City, the City will lead the Community Outreach effort with assistance from Dokken.

Task 4.1.1 – Community Outreach Material

Dokken will create a flyer and mailer template to be used to inform residents of the project.

Content will be created for City webpages associated social media outlets.

Task 4.1.2 – Web-Based Public Meeting Attendance

Dokken staff will attend a web-based public meeting for the project and have staff available to respond to questions from the Public.

Task 4.2 – Technical Studies

Task 4.2.1 – Cultural Resources Inventory Report

Dokken will prepare a Cultural Resources Inventory Report (CRIR) to identify archaeological or historic cultural resources in the area and to evaluate the potential impact the Project might have on these resources. A cultural records search, pedestrian survey and Native American outreach will be required in support of the CRIR as well as the environmental document. A Presence Absence Investigation will be performed, which consists of extracting soil borings along Aguilar Road during the pedestrian survey and testing the boring samples to identify the potential for presence of cultural resources buried under the project site. This scope and fee assumes that the Presence Absence Investigation will yield negative results. If the investigation yields positive for cultural materials, then any additional significance evaluation or excavation efforts required will be included in a separate scope and fee. This scope of work also includes the record search fee of \$1,000 through the California Historical Resources Information System (CHRIS). Finally, this scope and fee assumes that Dokken will work with the City to conduct and document all Native American consultation efforts pursuant to Assembly Bill 52 (AB 52) under CEQA. The results of the records search, pedestrian survey, Presence Absence Investigation, and Native American Consultation will be discussed in the CRIR, along with any mitigation measures for potential impacts to sensitive cultural resources.

Task 4.2.2 – Biological Technical Report & Tree Assessment

Dokken biologists will conduct fieldwork in order to assess the presence/absence of sensitive biological resources (e.g., species or habitats), or to determine the potential for occurrence of such resources that may not be detectable when the fieldwork is conducted. In addition, literature research will be conducted to determine the potential for sensitive plant and animal species in the project area. The location of any sensitive biological resources present on site, including plants and plant communities, will be mapped. Dokken will prepare a Biological Technical Report which will include a description of the field methods used and the assessment of the project area. The Biological Technical Report will list plant and animal species present, along with a general description of the plant communities occurring within the project area. If any sensitive resources are found on the site, Dokken will prepare and include in the study a graphic displaying the location of the sensitive plant communities on site and any sensitive biological resources observed. Mitigation measures for potential impacts to sensitive species will be included as necessary. In addition, based on the pedestrian field-survey already conducted by Dokken, Dokken's senior biologists have determined that impacts to native oak trees would at most, involve minor tree trimming, and not be subject to mitigation requirements under the City's Oak Tree Preservation Ordinance.

Task 4.3 – CEQA ISMND

Task 4.3.1 – Draft Initial Study Proposed Mitigated Negative Declaration

Dokken will prepare a detailed Initial Study (IS) with appropriate exhibits, including a narrative of the background of the project and a description of supporting studies. The IS will be prepared using the City's preferred template and in accordance the most recent and up-to-date CEQA Guidelines available at the time of writing. The IS will be as comprehensive as necessary to address the environmental issues, support the findings, and be in conformance with the normal standard of care for such documents.

Based on preliminary research and the project description, it is anticipated that a Mitigated Negative Declaration (MND) will be the appropriate document for this project. Dokken will utilize the IS to prepare the Proposed MND. The Proposed MND will consist of the City's preferred form, the project description, the IS checklist, and supplementary studies of environmental impacts.

Task 4.3.2 – Public Circulation of the IS/MND

Dokken will draft the IS/MND for public review. The IS/MND has a critical objective of providing a means by which the general public and responsible agencies can participate in the environmental process by providing comments on issues addressed in the IS/MND. Dokken will prepare the requisite public notices for distribution of the IS/MND. Dokken will prepare hard copies of the IS/MND document, and the technical studies as needed. Dokken will coordinate the preparation of the distribution list with the City. The public circulation period for an IS/MND is 30 days. If the City desires, the Public Meeting scoped under Task 4.1.3 can be concurrent with public circulation.

Task 4.3.3 - Response to Public Comments

At the close of the IS/MND 30-day public review period, Dokken will meet with City staff to review any public comments on the IS/MND that were received, and to discuss responses to these comments. Dokken will then formulate responses to the comments on the IS/MND. Once draft responses to comments are completed, they will be submitted to the City's staff for review and comment. The City's comments will be incorporated into the response to comments document, which will be used as an appendix in the IS/MND.

Task 4.3.4 – Final IS/MND

Following public review of the draft IS/MND, Dokken will prepare the final IS/MND for City approval. It is assumed the City will pay the CEQA filing fee.

Task 5 – Utility Support Services

Task 5.1 – Utility Coordination

Dokken will lead the utility coordination effort for the project and use the standard A, B, C Letter process commonly used by local agencies. Utility coordination will be a comprehensive effort to identify, locate, and, if necessary, relocate existing utilities.

This effort will build on the utility survey and basemap and will consist of sending Utility 'A'; letter packages, verifying the preliminary utility base map (identification), preparing/sending Utility 'B' packages (conflict identification), conducting utility meetings (conflict resolution), determining prior rights, preparing utility agreements (if necessary, Task 5.2), and preparing Notice to Owner letters (relocation).

Task 5.2 – Utility Relocation Coordination

While the Dokken team strategy is to avoid utility conflicts at all costs, spot relocations of utilities may be required. Some "adjust to grades" for manholes and valve covers are expected and will be coordinated with the respective utility for adjustment during construction.

All utility coordination activities will be tracked using Dokken's standard utility coordination matrix to ensure an organized approach. This task assumes that relocation design, if needed, will be provided by others.

Task 5.3 – Utility Agreements

When relocations are required, Dokken will prepare utility agreements with impacted utilities.

Task 5 Deliverables

- ✓ Utility Basemap

- ✓ Utility Coordination Matrix
- ✓ Utility Agreements

Task 6 – Finalize Design and Prepare Bid Documentation

Task 6.1 – 60% Plans and Estimate (P&E)

Dokken will prepare the engineering construction documents for the project. Dokken will prepare an Engineer’s Estimate of construction costs based on detailed quantity take-offs and current unit prices with backup calculations for each bid item listed. The 60% design will build upon the Conceptual Design from the Preliminary Engineering phase.

This activity also includes coordination with property owners along the project limits with respect to driveway conforms, construction access, landscape, and hardscape modifications. The 60% plan set will include:

- Title Sheet
- Horizontal Control Plan
- Demolition Plan
- Cross-Sections
- Layout Plans and Profiles
- Construction Details (limited)
- Drainage Plans and Profiles
- Utility Plans and Profiles
- Construction Staging Plans
- Signage and Stripping Plans
- Traffic Handling Plans
- Lighting Plans
- Erosion Control Plans
- Quantity Sheets

Task 6.1 Deliverables

- ✓ 60% Plans and Engineers Estimate (5 hard copies (1 full-, 4 half-size), one PDF)
- ✓ PDF of electronic, red-lined plans with comment responses

Task 6.2 – 90% Plans, Specifications, and Estimate (PS&E)

Dokken will address all comments from the City’s review of the 60% submittal and prepare the 90% plans, specifications, and estimate. Quantities for all contract items, including cost of lump sum items, will be substantiated by calculations.

Quantity calculations will be neat and orderly and will show all sketches, diagrams, and dimensions necessary to allow them to be independently used by field engineers. All quantity calculations will be independently checked and substantiated with independent calculations. Review comments from the 60% submittal will be addressed and returned in writing to the City.

The 60% plan set will be detailed further and turned into the 90% plan set which will include:

- Title Sheet
- Notes and Abbreviations Sheet
- Horizontal Control Plan
- Demolition Plan
- Cross-Sections
- Utility Plans and Profiles
- Construction Staging Plans
- Signage and Stripping Plans
- Traffic Handling Plans
- Lighting Plans

- Layout Plans and Profiles
- Construction Details
- Drainage Plans and Profiles
- Lighting Quantities
- Erosion Control Plans
- Quantity Sheets

Task 6.2 Deliverables

- ✓ 90% Plans, Specifications, and Engineers Estimate (5 hard copies (1 full-, 4 half-size), one PDF)
- ✓ PDF of electronic, red-lined plans with comment responses

Task 6.3 – 100% Plans, Specifications, and Estimates (PS&E)

Dokken will address all comments from the City’s review of the 90% submittal and prepare the 100% plans, specifications, and estimate. Quantities for all contract items, including cost of lump sum items, will be substantiated by calculations. Quantity calculations will be neat and orderly and will show all sketches, diagrams, and dimensions necessary to allow them to be independently used by field engineers.

All quantity calculations will be independently checked and substantiated with independent calculations. Review comments from the 90% submittal will be addressed and returned in writing to the City.

Similarly, to the 90% plan set, the 100% plan set will include:

- Title Sheet
- Notes and Abbreviations Sheet
- Horizontal Control Plan
- Demolition Plan
- Cross-Sections
- Layout Plans and Profiles
- Construction Details
- Drainage Plans and Profiles
- Utility Plans and Profiles
- Construction Staging Plans
- Signage and Stripping Plans
- Traffic Handling Plans
- Lighting Plans
- Lighting Quantities
- Erosion Control Plans
- Quantity Sheets

Task 6.3 Deliverables

- ✓ 90% Plans, Specifications, Engineers Estimate (2 hard copies, one PDF)
- ✓ Comment Resolution Matrix, and original redline drawings

Task 7 – Bid and Construction Support

7.1 – Bid Support

Dokken will be available to assist the City with preparation of the bid package, project description for advertisement and provide responses to bidder inquiries either directly or through the City as determined by the City. Dokken will also be available to attend a Pre-Bid Meeting, at the City’s discretion and will support the City giving an overview of the project to the bidders and will prepare meeting minutes and an action item list. Dokken will be available during bidding to respond to questions and request for information specifically related to the design plans and specifications and provide clarification when requested by the City. Dokken will be available to assist the City with preparations of Bid Addendum, if needed. Dokken will provide the responses and supporting materials to the City. Dokken will be

available to assist the City with Bid Analysis, if needed. Dokken will provide the Bid Analysis responses and supporting materials to the City.

7.2 – Construction Support

Dokken will attend the City scheduled pre-construction meeting. Dokken will support the City giving an overview of the project to the contractor, prepare meeting minutes, and an action item list. The Dokken team will be available during construction to respond to questions and request for information and provide clarification when requested by the City. Dokken will provide support to the City in preparing supporting information for Contract Change Orders approved by the City.

7.3 – Record Drawings

Dokken will prepare a Record Drawing set of the plans based on redlined set of plans received from the City and the Resident Engineer after construction is complete. Dokken will incorporate the redlines into the plan sheets and include the “Record Drawing” stamp to the plan sheets.

Task 7 Deliverables:

- ✓ Attend Pre-Bid meeting, Pre-Bid meeting minutes and action items list,
- ✓ Attend Pre-Construction meeting, Pre-Construction meeting minutes and action item list,
- ✓ Contract Change Order support and materials (if needed),
- ✓ A PDF file containing the Record Drawing Plan set

EXHIBIT B

Schedule of Performance

The Scope of Work identified in Exhibit A will be completed in One Year and Six Months (545 Calendar Days upon receipt of written notice to proceed from the City. The Schedule of Performance is attached hereto as Attachment "1."

EXHIBIT C

Schedule of Fees

The Fee for the services described in Exhibit A will not exceed an amount of Five Hundred and Seventy-Two Thousand, Seven Hundred and Forty-Seven Dollars (\$572,747).

The anticipated fees for the services described in Exhibit A are set forth below:

- Task 1.0 – Project Management, Coordination, and Documentation: \$32,160
- Task 2.0 – Surveying, Potholing, and Base and Right of Way Mapping: \$101,091
- Task 3.0 – Preliminary Engineering: \$203,137
- Task 4.0 – Environmental Services: \$73,710
- Task 5.0 – Utility Support Services: \$32,070
- Task 6.0 – Finalize Design and Prepare Bid Documentation: \$108,485
- Task 7.0 – Bid and Construction Support: \$22,094

EXHIBIT D

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONTRACTORS

By: _____
[Title]

EXHIBIT E

LABOR COMPLIANCE

1. PREVAILING WAGE

A. The Work contemplated herein constitutes a public work within the meaning of Labor Code sections 1720 and 1771. It shall be mandatory upon the Contractor and upon any Subcontractor, to pay not less than the said specified prevailing rates of wages to all workers employed by them under the Contract in accordance with Labor Code section 1774. The Director of the Department of Industrial Relations ("DIR") of the State of California has determined the general prevailing rate of wages of per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract. The Contractor acknowledges that it has examined the prevailing rate of per diem wages as established by the DIR. Copies of the current schedules for prevailing wages are on file at City Hall, and the contents of those schedules are incorporated herein as if set forth in full. The Contractor shall post a copy of the applicable prevailing wage determinations at each job site, along with any other work place posters required by law.

B. The City will not recognize any claims for additional compensation because of the payment of prevailing wages. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its proposal, and will not under any circumstances be considered as the basis of a claim against the City.

C. By executing this Contract Contractor warrants that it has registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5.

2. PREVAILING WAGE RECORDS

A. The Contractor and each subcontractor shall keep an accurate payroll record which shows the name, address, social security number, correct work classification (in accordance with the wage decision), both straight and overtime worked each day and week, and hourly rate of pay, gross wages earned, deductions made and net wages paid to each journeyman, apprentice, worker or other employee paid by the Contractor /subcontractor in connection with the Work. These payroll records shall be certified and shall be made available at Contractor's principal office. These records shall be maintained during the course of the Work. The Contractor and all subcontractors shall make the certified payroll records available for inspection by City representatives upon request and shall permit such representatives to interview employees during the work hours on the job site.

B. The City shall notify the Contractor in writing of any discrepancies or violations that are discovered during such inspections. Written notification pursuant to this Section shall include the actions that will be necessary to resolve the discrepancies and/or violations. The Contractor shall be held entirely responsible for the prompt resolution of all non-compliances with the prevailing wage laws, including those pertaining to all subcontractors and any lower-tier subcontractors. The Contractor shall forfeit as penalty to the City the amount specified by law for each calendar day or portion thereof for each worker (whether employed by the Contractor or any subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775.

C. To the extent applicable, Contractor and subcontractors shall maintain and furnish to the Department of Industrial Relations ("DIR"), a certified copy of each weekly payroll (but no less often than monthly), with a statement of compliance signed under penalty of perjury. Such certified payroll reports shall be transmitted electronically to the DIR.

D. The City will not recognize any claims for additional compensation because of the payment of the prevailing wages. The possibility of wage increases is one of the elements to be considered by the Contractor in entering into the Contract, and will not under any circumstances, other than delays caused by the City, or the City's agents, be considered as the basis of a claim against the City.

3. Labor Discrimination

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of their race, color, national origin or ancestry, physical handicap, mental condition, marital status, or sex of such person, except as provided in Section 12940 of the Government Code, and every General Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

4 Eight-Hour Day Limitation

(a) In accordance with the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, incorporated herein by reference, eight hours labor shall constitute a day's work, and no worker in the employ of Contractor, or any Subcontractor, doing or contracting to do any part of the work contemplated by the Contract, shall be 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 those provisions; provided that subject to Labor Code Section 1815, a worker may perform work in excess of either eight (8) hours per day or forty (40) hours during any one week upon compensation for all hours worked in excess of eight (8) hours per day or forty (40) hours during any one week at not less than one and one-half times the basic rate of pay.

(b) The Contractor and each Subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the Contract. This record shall be open at all reasonable hours to the inspection of the City. It is hereby further agreed that, except as provided in (a) above, the Contractor shall forfeit as a penalty to the City the sum of twenty-five dollars (\$25) for each worker employed in the performance of the Contract by the Contractor or by any of its Subcontractors for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in and one calendar day and forty (40) hours in any one calendar week in violation of Sections 1810 through 1815.

5. Compliance with State Requirements for Employment of Apprentices

(a) The Contractor's attention is directed to Section 1777.5 of the Labor Code. Provisions of said Section pertaining to employment of registered apprentices are hereby incorporated by reference into this Contract. As applicable, the Contractor or any Subcontractor employed by the Contractor in the performance of this Contract shall take such actions as necessary to comply with the provisions of Section 1777.5.