

### **First Amendment to Settlement Agreement**

This First Amendment to Settlement Agreement (“First Amendment”) is entered into as of the date of the last signature below (the “Effective Date”) by and between the City of Merced (“City”), and Pacific Gas and Electric Company (“PG&E”) [referred to collectively as the “Parties” and each individually as a “Party”].

City and PG&E entered into a Settlement Agreement, effective January 9, 2023, concerning the Parties’ property in the vicinity of the portion of Canal Street between 14<sup>th</sup> and 15<sup>th</sup> Streets in Merced, California (the “Agreement”). The Parties wish to amend the Agreement by this First Amendment. Unless otherwise provided in this First Amendment, capitalized terms in this First Amendment shall have the meaning defined for them in the Agreement.

Paragraph 1 (“The Work”) of the Agreement is hereby amended to read as follows:

City Work. The Parties’ current understanding – as of the Effective Date – of the work to be performed under this Agreement (“City Work”) is set forth in the attached **Exhibit B**. City shall perform the City Work. The parties intend that the City Work will be more fully defined pursuant to the “Engineering Design” paragraph below.

**Exhibit B** to the Agreement is hereby amended to substitute “City” in place of “PG&E” in all instances where “PG&E” appears in the column entitled “Party Performing.”

Paragraph 2.b.ii. (“Contaminated Soil Encountered During City Work”) of the Agreement is hereby amended to read as follows:


Soil Removed from Pipeline Excavations During City Work. City shall (a) stockpile on the PG&E Property all soil removed from the pipeline excavations and (b) promptly notify PG&E of such stockpiling. Upon receipt of such notification, PG&E, at its own cost, shall (A) promptly implement appropriate stockpile management measures and (B) prior to the expiration of any applicable time limit for the storage of Contaminated Soil, properly dispose of all stockpiled soil at an appropriately-permitted off-site disposal facility.

Paragraph 4 (“PG&E Sampling of Soil in New Water Main Path”) of the Agreement is hereby amended to read as follows:

PG&E Sampling of Soil in New and Old Water Main Paths. Within 90 days after PG&E receives copies of North Star’s 100% plans, PG&E – at its own cost – shall sample the soil along the new and old water main paths, analyze the samples for the constituents of concern that were identified during the remedial investigation at the PG&E Property, and provide copies of the analytical results to City.

Paragraph 5 ("PG&E Work") of the Agreement is hereby deleted.

This First Amendment may be executed in counterparts, all of which together shall constitute one original document. Copies (including pdfs) of original signatures shall be effective as originals. All provisions of the Agreement that are not amended by this First Amendment remain in full force and effect.

City of Merced	Pacific Gas and Electric Company
By: _____ Stephanie Dietz, City Manager	By:  Caitlin Gorman, Manager, Environmental Remediation
Date: _____, 2023	Date: <u>2/23</u> , 2023

APPROVED AS TO FORM:

Laurie

Avedisian-

Favini

Digitally signed by: Laurie  
Avedisian-Favini  
DN: CN = Laurie Avedisian-Favini  
email = lfavini@lozanosmith.com  
C = US O = Lozano Smith  
Date: 2023.02.21 15:59:51 -08'00'

2/21/23

Date

## Settlement Agreement

This Settlement Agreement ("Agreement") is entered into as of the date of the last signature below (the "Effective Date") by and between the City of Merced ("City"), and Pacific Gas and Electric Company ("PG&E") [referred to collectively as the "Parties" and each individually as a "Party"].

### Recitals

A. PG&E owns the property bounded by 14<sup>th</sup>, 15<sup>th</sup>, Canal, and M Streets in Merced, California (the "PG&E Property," also known as 560 West 15th Street). Prior owners of the PG&E Property operated a manufactured gas plant ("MGP") there until 1930, when PG&E acquired it. Remedial investigations indicated that MGP residues existed on the PG&E Property and extended into shallow soils beneath the sidewalk and a portion of Canal Street adjacent to the PG&E Property.

B. Under the oversight of the California Environmental Protection Agency's Department of Toxic Substances Control ("DTSC"), PG&E has been performing remedial actions to address the MGP residues. As part of that remediation, PG&E removed shallow soils with MGP residues beneath the sidewalk and beneath a portion of Canal Street in the northwest quadrant of the block between 14<sup>th</sup> and 15<sup>th</sup> Streets as shown in the attached Exhibit A. The excavation uncovered a portion of a 16" City water main in Canal Street.

C. The Parties wish to replace the existing water main in Canal Street between 14<sup>th</sup> and 15<sup>th</sup> Streets so (1) PG&E can gain access to remediate MGP residues underneath, and (2) City can upgrade an aging piece of infrastructure.

D. Therefore, in consideration of the foregoing and the following and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and PG&E agree as follows.

### Agreement

1. The Work. The Parties' current understanding – as of the Effective Date – of the work to be performed under this Agreement ("Work") is set forth in the attached Exhibit B, which indicates which portions of the Work are to be performed by City ("City Work") and PG&E ("PG&E Work"), respectively. City shall perform the City Work, and PG&E shall perform the PG&E Work. The parties intend that the Work will be more fully defined pursuant to the "Engineering Design" paragraph below.

2. Reimbursement of City's Costs. PG&E shall reimburse City for its reasonable out-of-pocket costs incurred in performing the City Work.

a. Engineering Design.

i. Retention of Engineering Firm. City shall contract with North Star Engineering Group, Inc. ("North Star"), to perform design services for the Work, as more fully set forth in the attached Exhibit C.

ii. Plans. City shall provide PG&E with copies of North Star's 65%, 90%, and 100% plans as soon as practicable after City's receipt. City shall facilitate (as needed) communications between PG&E and North Star to enable PG&E to learn the final path of the new water main as soon as practicable so that PG&E can sample soil along the path to determine whether and to what extent any MGP residuals are present in the path.

iii. Reimbursement. PG&E shall reimburse City within 30 days of each invoice for amounts paid to North Star, up to a running total of North Star's estimate, \$55,766.56 (see Exhibit C). If North Star bills for any amounts above and beyond its estimate, City shall include such amounts in the Change Order Proposal as defined below.

b. Construction Contract.

i. Retention of City Contractor. City shall hire a contractor ("City Contractor") to perform the City Work as defined in North Star's 100% plans and informed by PG&E's sampling results. City shall be responsible for ensuring that City Contractor is competent to perform the City Work in a way that complies with all applicable laws, including applicable environmental and health and safety laws.

ii. Contaminated Soil Encountered During City Work. If, during the City Work, City Contractor encounters soil containing constituents of concern at levels exceeding DTSC-approved cleanup levels ("Contaminated Soil"), City Contractor shall stockpile the Contaminated Soil on the PG&E Property and promptly notify PG&E. Upon receipt of such notification, PG&E, at its own cost, shall (A) promptly implement appropriate stockpile management measures and (B) prior to the expiration of any applicable time limit for the storage of the Contaminated Soil, properly dispose of the Contaminated Soil at an appropriately-permitted off-site disposal facility.

iii. Procurement. City shall retain City Contractor under a fixed-priced contract for the performance of all work described in North Star's 100% plans (the "Construction Contract"). City shall select City Contractor in a competitive bidding process and in compliance with all applicable laws, including, without limitation, the California Public Contract Code. The total fixed price for the competitively-bid Construction Contract shall be referred

to as the "Competitively-Bid Fixed Price." Fifteen days prior to the final award of the competitively-bid Construction Contract, City shall provide PG&E with a copy of the proposed Construction Contract and supporting documentation showing why City chose to award it ("Construction Contract Proposal"). If PG&E does not respond within 15 days (the "Review Period"), then the Competitively-Bid Fixed Price shall be deemed reasonable. If, during the Review Period, PG&E objects to the Proposal, PG&E shall counter-propose an alternative (e.g., award to a different bidder; re-bid the contract, etc.) and explain the bases for the counter-proposal ("Construction Contract Counter-Proposal"), and the Parties shall proceed according to the "Dispute Resolution" paragraph, below. The Parties shall iterate as needed until a Construction Contract has been approved and the corresponding Competitively-Bid Fixed Price has been deemed reasonable as a result of either (a) PG&E express approval, (b) PG&E silence during the applicable Review Period, or (c) the outcome of the applicable Dispute Resolution process.

iv. Reimbursement. PG&E shall reimburse City within 30 days of each invoice for amounts paid to City Contractor, up to a running total of the Competitively-Bid Fixed Price that has been deemed reasonable as provided above. If City Contractor bills for any amounts above and beyond the Competitively-Bid Fixed Price, City shall include such amounts in the Change Order Proposal as defined below.

c. Change Orders.

i. Omnibus Approval Process. The Parties recognize (1) there may be a need for reasonable mid-project change orders, (2) it is common for mid-project change orders to be relatively urgent, leaving insufficient time for a review (and, if necessary, dispute resolution) process like the one set forth in this Agreement for the Construction Contract, and (3) if there are multiple change orders, repeated review (and, if necessary, dispute resolution) processes are likely to be inefficient. Therefore, after completion of the City Work, City shall provide PG&E with one package containing all change orders (if any) and supporting documentation showing why each change order was necessary and reasonably priced ("Change Order Proposal"). If PG&E does not respond within 15 days (the "Review Period"), then the corresponding cumulative price (the "Change Order Price") shall be deemed reasonable. If, during the Review Period, PG&E objects to the Change Order Proposal, PG&E shall counter-propose an alternative price and explain the bases for the counter-proposal ("Change Order Counter-Proposal"), and the Parties shall proceed according to the "Dispute Resolution" paragraph, below.

ii. Reimbursement. PG&E shall reimburse City within 15 days of each invoice for amounts paid for change orders, up to a running total of the Change Order Price that has been deemed reasonable as provided above, except that the Change Order Price shall be reduced by the amount of any

fees PG&E paid to AAA if an arbitrator selected the Change Order Counter-Proposal under the Dispute Resolution paragraph, below.

3. Dispute Resolution.

a. Pre-Arbitration.

i. Construction Contract. If City does not reject the Construction Contract Counter-Proposal or respond within 30 days of receiving it from PG&E, the Construction Contract Counter-Proposal shall be deemed reasonable as of the 31<sup>st</sup> day, and City shall proceed to implement it with reasonable diligence. Otherwise, within 7 days of receipt of City's rejection (or by the 38<sup>th</sup> day, whichever comes first), PG&E shall "fast file" on line (using this link <https://www.adr.org/FileOnline> or the then-current closest equivalent) for arbitration with the American Arbitration Association ("AAA"). When filling out the "fast file" on-line form, PG&E shall (a) attach/upload copies of this Agreement, the Construction Contract Proposal, and the Construction Contract Counter-Proposal and nothing else, (b) pay the filing fee, and (c) insert the following in the "special notes or instructions" (or then-current closest equivalent) box: "See paragraphs 2 ('Reimbursement of City's Costs') and 3 ('Dispute Resolution') in the attached Settlement Agreement."

ii. Change Orders. If City does not reject the Change Order Counter-Proposal or respond within 30 days of receiving it from PG&E, the cost reflected in the Change Order Counter-Proposal shall be deemed reasonable as of the 31<sup>st</sup> day. Otherwise, within 7 days of receipt of City's rejection (or by the 38<sup>th</sup> day, whichever comes first), PG&E shall "fast file" on line (using this link <https://www.adr.org/FileOnline> or the then-current closest equivalent) for arbitration with the American Arbitration Association ("AAA"). When filling out the "fast file" on-line form, PG&E shall (a) attach/upload copies of this Agreement, the Change Order Proposal, and the Change Order Counter-Proposal and nothing else, (b) pay the filing fee, and (c) insert the following in the "special notes or instructions" (or then-current closest equivalent) box: "See paragraphs 2 ('Reimbursement of City's Costs') and 3 ('Dispute Resolution') in the attached Settlement Agreement."

b. Arbitration.

i. AAA shall select the arbitrator as soon as practicable.

ii. As soon as practicable, the arbitrator shall select either the Proposal or the Counter-Proposal as the most reasonable, based solely on the arbitrator's review of the Proposal, the Counter-Proposal, and this Agreement.



iii. As soon as practicable, the arbitrator shall notify the Parties of this selection, and the costs reflected in the selected document (i.e., either the Proposal or the Counter-Proposal, as the case may be) shall be deemed reasonable as of the date of PG&E's receipt of the arbitrator's notification.

iv. PG&E shall pay AAA's fees charged in connection with the arbitration.

v. Each Party shall bear its own attorneys' fees and all costs (other than AAA's fees) incurred in connection with the arbitration.

4. PG&E Sampling of Soil in New Water Main Path. Within 90 days after PG&E receives copies of North Star's 100% plans, PG&E – at its own cost – shall sample the soil along the new water main path, analyze the samples for the constituents of concern that were identified during the remedial investigation at the PG&E Property, and provide copies of the analytical results to City.

5. PG&E Work.

a. Retention of PG&E Contractor. PG&E shall hire a contractor ("PG&E Contractor") to perform the PG&E Work as defined in North Star's 100% plans. PG&E shall be responsible for ensuring that PG&E Contractor is competent to perform the PG&E Work in a way that complies with all applicable laws, including applicable environmental and health and safety laws.

b. Payment. PG&E shall be responsible for all of the cost of the PG&E Work.

c. Coordination Between City Contractor and PG&E Contractor. City and PG&E shall direct their respective contractors to cooperate with each other generally and, in particular, to coordinate the scheduling of the City Work and the PG&E Work.

6. Release and Indemnity. City forever and fully releases and indemnifies PG&E and its directors, successors, assigns, shareholders, officers, and employees from and against any and all claims and demands of any kind, nature, or description whatsoever, and from any and all liabilities, damages, injuries, actions or causes of action, either at law or in equity, whether known or unknown, suspected or unsuspected, or claimed or unclaimed, arising out of or relating to City Contractor's work.

7. Communications. Written communications among the Parties relating to this Agreement shall be transmitted as follows.

Type of Communication	To City	To PG&E
Unrelated to alleged breach of this Agreement	Via email to Joe Cardoso at <a href="mailto:CardosoJ@cityofmerced.org">CardosoJ@cityofmerced.org</a> with a copy to Michael Beltran at <a href="mailto:BeltranM@cityofmerced.org">BeltranM@cityofmerced.org</a>	Via email to Ken Simas at <a href="mailto:Ken.Simas@pge.com">Ken.Simas@pge.com</a> with a copy to Maggie Trumbly at <a href="mailto:Maggie.Trumbly@pge.com">Maggie.Trumbly@pge.com</a>
Related to alleged breach of this Agreement	As above, plus Registered U.S. Mail, return receipt requested, to Merced City Attorney's Office, 678 W 18th St, Merced, CA 95340-4708	As above, plus via email and Registered U.S. Mail, return receipt requested, to Greg Ritter at <a href="mailto:Greg.Ritter@pge.com">Greg.Ritter@pge.com</a> and 77 Beale Street, 31st Floor, San Francisco, CA 94105

Either Party may change its contact information above by sending a written communication to the other Party.

8. Miscellaneous. This Agreement may be executed in counterparts, all of which together shall constitute one original document. Copies (including pdfs) of original signatures shall be effective as originals. Except as otherwise provided in the "Reimbursement of City's Costs/Arbitration" paragraph, above, in the event of a dispute relating to this Agreement, the prevailing party shall be entitled to recover its attorneys' fees, expert witness fees and costs. This is an integrated Agreement intended to be a full and complete statement of the terms of the agreement between the Parties and supersedes any and all prior oral or written agreements covenants, representations and warranties (express or implied) concerning the subject matter of this Agreement.

City of Merced	Pacific Gas and Electric Company
By: <u>Stephanie Dietz</u> Stephanie Dietz, City Manager	By: _____ Caitlin Gorman, Manager, Environmental Remediation
Date: <u>1/14</u> , 2022	Date: _____, 2022

APPROVED AS TO FORM:

[Signature] 12/8/22  
Date

Deputy City Attorney

302242  
FUNDS/ACCOUNTS VERIFIED

Page 6 of 6

FINANCE OFFICE

NO funds to encumber. etc 12/29/22

DATE

1/4/23  
PL 1/6/22

ATTEST:  
CITY CLERK  
1/9/23

By: [Signature]  
Assistant/Deputy City Clerk




10/26/22 signature version



Type of Communication	To City	To PG&E
Unrelated to alleged breach of this Agreement	Via email to Joe Cardoso at <a href="mailto:CardosoJ@cityofmerced.org">CardosoJ@cityofmerced.org</a> with a copy to Michael Beltran at <a href="mailto:BeltranM@cityofmerced.org">BeltranM@cityofmerced.org</a>	Via email to Ken Simas at <a href="mailto:Ken.Simas@pge.com">Ken.Simas@pge.com</a> with a copy to Maggie Trumbly at <a href="mailto:Maggie.Trumbly@pge.com">Maggie.Trumbly@pge.com</a>
Related to alleged breach of this Agreement	As above, plus Registered U.S. Mail, return receipt requested, to Merced City Attorney's Office, 678 W 18th St, Merced, CA 95340-4708	As above, plus via email and Registered U.S. Mail, return receipt requested, to Greg Ritter at <a href="mailto:Greg.Ritter@pge.com">Greg.Ritter@pge.com</a> and 77 Beale Street, 31st Floor, San Francisco, CA 94105

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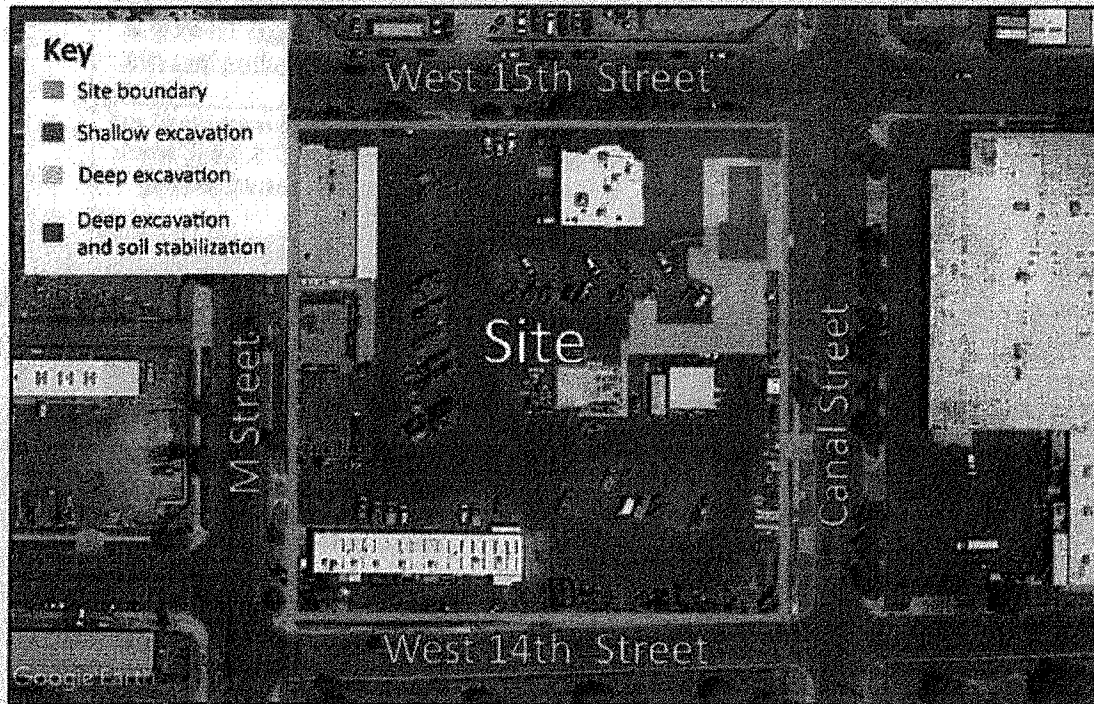
City of Merced	Pacific Gas and Electric Company
By: <u>Stephanie Dietz, City Manager</u>	By: <u> Caitlin Gorman, Manager, Environmental Remediation</u>
Date: _____, 2022	Date: <u>10/26</u> , 2022

APPROVED AS TO FORM:

 12/8/22  
Deputy City Attorney Date

Exhibit A

Merced MGP Site Remedial Excavation Areas





## Exhibit B

### Preliminary (Pre-Engineering-Design) Description of Work

This is the Parties' current understanding – as of the Effective Date – of the work to be performed under the attached Agreement relating to (1) the replacement of the existing water main in Canal Street between 14<sup>th</sup> and 15<sup>th</sup> Streets in Merced, California and (2) related cleanup of MGP-related residues. The Parties intend that a detailed scope, design, and cost estimate will be prepared by the City's engineering design contractor and reviewed / approved by PG&E prior to construction. See attached Figure 1, a sketch of the general site layout and location of the existing water main. Alignment of the new water main will be determined during the engineering design.

• Task ○ Sub-task	Party Performing
• Engineering design work	City
• Install new 16-inch water main in Canal Street	
○ From mid-point of 14th St. to mid-point of 15th St. (approx. 450')	City
○ Tie into existing line at both 14th St. and 15th St. and at existing laterals	City
○ Backfill with bedding and structural fill and compact to 90%	City
○ Place 15.5 inches of CalTrans Class II AB and compact to 95%	City
○ Place 4 inches of AC at surface	City
• Remove existing water main in Canal Street	
○ Disconnect from the active water system and drain	City
○ Remove from mid-point of 14th St. to the middle of the block between 14 <sup>th</sup> and 15 <sup>th</sup> St.	City
○ Remove from the middle of the block between 14 <sup>th</sup> and 15 <sup>th</sup> St. to the mid-point of 15th St.	PG&E
○ Remove MGP-residuals from trench to DTSC-approved levels	PG&E
○ Backfill with clean material and compact to 90%	PG&E
○ Place 15.5 inches of CalTrans Class II AB and compact to 95%	City
• Curb and Gutter Restoration	
○ Replace existing curb and gutter on west side of Canal from 14th St. to 15th St.	City
○ Install new ADA-compliant ramps on west side of Canal St. at 14th St. and 15th St.	City
• North Half of Canal Street Surface Restoration	
○ Grind existing pavement 1 to 2 inches in depth from curb to curb	City
○ Overlay AC flush with curb, gutter, and surrounding existing pavement	City
• South Half of Canal Street Surface Restoration	
○ Grind existing pavement 1 to 2 inches in depth in southbound lane	City
○ Overlay AC flush with curb, gutter, and surrounding existing pavement	City

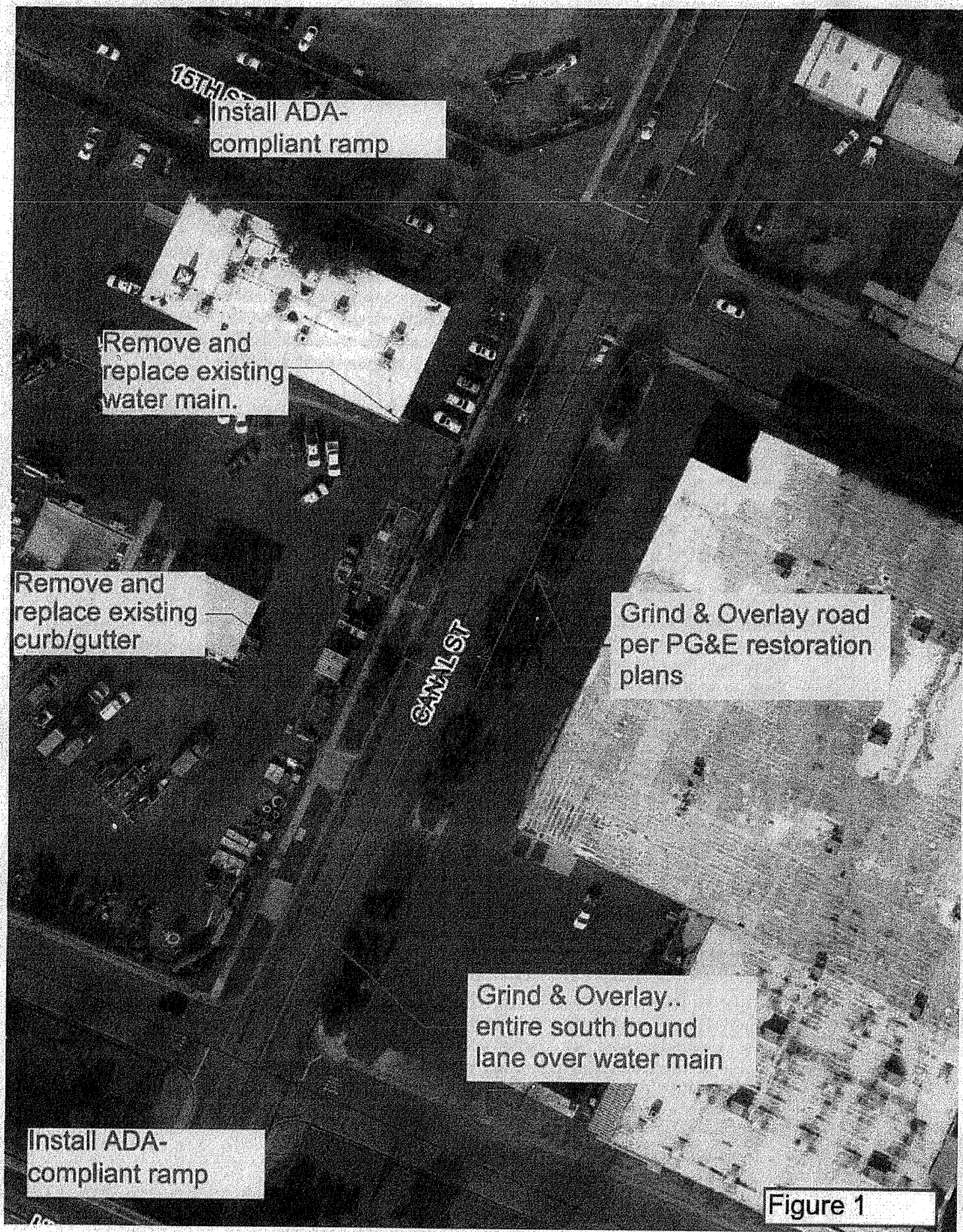


Figure 1





*North Star*  
Engineering Group, Inc.

***Response to City of Merced  
Request for Proposal  
Canal Street Water Main  
Replacement  
Project No. 121055***

620 12th Street, Modesto, CA 95354  
P: (209) 524-3525 / F: (209) 524-3526



**PROPOSAL  
CANAL STREET WATER MAIN REPLACEMENT  
14<sup>TH</sup> STREET TO 15<sup>TH</sup> STREET  
PROJECT NO. 121055  
OCTOBER 1, 2021**

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**1. PROJECT MANAGEMENT, MEETINGS, COORDINATION, PROCESSING, AND PERMITTING**

- A. Attend project kick-off with City Staff to discuss the project intent, scope, approach, project limits, schedule, budget, regulatory items, project requirements, plan processing, entitlements, environmental requirements, and record any feedback that would require adjustments.
- B. Review applicable Agency Guidelines, Requirements, Design Standards, Utility Master Plans, Record Improvement Plans, Final Maps, and other supporting documentation. Identify existing utilities to be impacted by the project.
- C. Prepare a bar chart project schedule itemizing all activities and subtasks to successfully meet project milestones. Provide monthly updates of the project schedule to the City Project Manager.
- D. Perform high level quality control and project oversight throughout the development of the design, plans, and overall project.
- E. Coordinate with City Staff during review and approval process.
- F. Attend meetings for coordination during the design and Improvement Plan process, as necessary.
- G. Attend meetings as outlined in the RFP for the submittal documents.
- H. Prepare Civil submittal packages for submission. Revise Improvement Plans in accordance with the Agency review comments. This Task estimates four submittal reviews prior to approval. Additionally, an AutoCAD version 2020 compatible drawing file and Microsoft Word Specifications will be provided with the final submittal.

**2. TOPOGRAPHIC AND PROPERTY BOUNDARY SURVEY**

- A. Record Research - Perform record research at Merced County to locate Recorded Control Maps, Right-of-Way Maps, Records of Survey, Corner Records, and other official maps of records.
- B. Right-of-Way and Control Field Survey - Perform a Topographic and Right-of-Way Survey to provide design control and right-of-way mapping for the project. Set horizontal and vertical control points for project mapping in accordance with City of Merced horizontal and vertical control requirements. All Surveying and Mapping shall be in compliance with the provisions of the Professional Land Surveyors Act, Sections 8700 to 8805 Business and Professions Code; the provisions of the California Coordinate System, Sections 8801 to 8819 of the Public Resources Code; and any other applicable code in the State of California. The horizontal datum will be based on the North American Datum 1983 (NAD 83). The vertical datum shall be based on the North American Vertical Datum of 1988 (NAVD 88) and closed network bench loops will be run through the control monuments. Perform a Field Survey to search and locate existing survey monuments and physical evidence required to establish existing rights-of-way and property lines at those locations where any portion of the project infringes upon the required setback limits of the project improvements, work areas, storage, and staging areas. Perform calculations for the right-of-ways based on the found monumentation and lines of occupation located with the field survey.

- C. Land Net Surveys - Calculate record right-of-way lines and property lines located within the project limits in accordance with record maps, record deeds, and documents as required to calculate field search positions for existing Right-of-Way Monuments, Street Survey Monuments, and Parcel Corner Monuments.
- D. Topographic Survey - Perform a detailed Field Survey of existing Canal Street including physical improvements, driveways, structures, visible utilities, and drainage features. All work and files will be based on project coordinate control in accordance with the City of Merced requirements for the preparation of documents and maps. Topographic Field Survey will locate existing site improvements and visible utilities including, but not limited to Canal Street cross-sections, top of curb, flowline curb, lip of gutter, handicap ramps, striping, signs, fences, driveways, pavement elevations, existing ground elevations, visible utilities, structures, utility poles, trees, planters, and other miscellaneous visible features. Cross-sections will be taken at 50-foot intervals along Canal Street except in areas of vertical curves where cross-sections will be taken on 25-foot intervals and extend 50-feet along 14<sup>th</sup> Street and 15<sup>th</sup> Street. Measure the existing invert and pipe sizes for the accessible utility structures. Consultant will coordinate with property owners to gain "right of entry" during the Field Survey where needed. The Survey data will be processed and rendered into a Digital Terrain Model (DTM) and CAD base map. The CAD map shall exhibit 1-foot contours, spot elevations, all pertinent surface features, tree measurements, and utilities.
- E. Monument Preservation - Research existing records for horizontal and vertical control monuments and property corners that might be compromised by project activities. Show existing monuments on the project survey to be incorporated into the construction documents, perform a Field Survey to set reference ties for any monument with the potential of disturbance during project construction activities. Based on the found monuments and reference ties, prepare pre-construction corner records for the found monuments in accordance with Section 8771 of the Professional Land Surveyors Act in the Business and Professional Code of the State of California. Process and file the pre-construction corner records with the County Surveyor.

### **3. CIVIL ENGINEERING CONSTRUCTION DOCUMENTS AND SPECIFICATIONS**

- A. Prepare an off-site base plan for the project site which includes improvements for Canal Street between 14<sup>th</sup> Street and 15<sup>th</sup> Street for the replacement of sidewalks, curb, gutter, and accessible ramps along with the removal and replacement of the existing 16 inch water main. Canal Street shall have a structural section of 3 inches of asphalt over 11 inches of aggregate base over 12 inches of compacted subgrade. Additionally, a bid alternative for Canal Street will be provided for a full depth reclamation (FDR) using 12 inches of cement under 3 inches of asphalt. If off-site improvements extend beyond the limits described in this project, additional fees will be required. Any modifications to the approved off-site public base plan will require additional fees.
- B. Identify demolition requirements and prepare a Demolition Plan with notes, call-outs, and specifications.
- C. Design Grading and Drainage Plans for off-site public improvements utilizing the approved base plan described in item A above including the design of accessible ramps.
- D. Design and replace the existing 16 inch water main in Canal Street between 14<sup>th</sup> Street and 15<sup>th</sup> Street. All existing services and devices such as fire hydrants, meters, etc. will need to be relocated to connected to the new 16 inch water main. The off-site water system will include water valves, fire hydrants, and water service piping from the new public water main in the existing street.
- E. Coordinate with the Dry Utility Consultant and show (for reference only) the location of dry utilities.

- F. Prepare 65%, 90%, and 100% Off-Site Public Improvement Plans per City of Merced Standards that will include a Cover Sheet, Notes-Specification Sheet, Construction Detail Sheet(s), Topography Plan(s), Demolition Plan(s), Dimension Plan(s), Signage and Striping Plan(s), Grading and Drainage Plan(s), Water Plan(s), Profile(s), and Erosion Control Plan(s). Submit an electronic copy and a minimum of 3 sets of 11x17 plans, specifications, and estimated of the Off-Site Public Improvement Plans to the City of Merced for review and comment. Make requested City of Merced corrections to the Off-Site Public Improvement Plans.
- G. Provide Project Specifications for the 90% and 100% submittal packages in Microsoft Word. Project Specifications will be related to the Civil Engineering improvements and provided to the City of Merced to include in the overall project documents. The City of Merced will provide the front end boiler plate specification templates for the Civil Engineer to utilize and modify for the project.
- H. Prepare an Engineer's Estimate and Bid Quantity for bidding purposes for the 90% and 100% submittal packages only. One Engineer's Estimates and one Bid Quantity Sheet will be provided for the project at the 90% and 100% phase of the project.

**4. BIDDING ASSISTANCE, CONSTRUCTION ADMINISTRATION AND RECORD DRAWINGS**

- A. Attend one pre-construction/field project kick-off meeting.
- B. Provide supplemental instructions and clarifications to bidders, as necessary.
- C. Produce addendums to modify the bid documents (plans and specifications), as required.
- D. Respond to Contractor's Requests for Information (RFI) during the bidding process.
- E. Respond to Contractor's Requests for Information (RFI) during the course of construction.
- F. Produce addendums to modify the construction documents (plans and specifications), as required to address unforeseen conditions that arise during construction.
- G. Review and process submittals and shop drawings from Contractor.
- H. Assist in determining and processing request for information and change orders.
- I. Perform periodic field visits at the major construction stages of the project to answer construction questions.
- J. Perform one site visit after completion of construction and prepare one 'punchlist' to address visible deficiencies related to the Civil Drawings. Perform one follow up visit after deficiencies are addressed. Record Drawing preparation and review of Contractor field revision documents (total of two site visits).

**EXCLUSIONS, NEXT PAGE**

**EXCLUSIONS:**

1. Any task not listed in the above Scope of Work.
2. Preliminary Title Reports for any property within the project limits. City of Merced will be responsible for acquiring and payment of all associated fees.
3. Agency Fees, Applications, and Permits.
4. This Scope of Work excludes any time required to identify, discuss, present, or represent any occupational discrepancies, boundary disputes, gaps, overlaps, or title discrepancies. Client will be advised should our survey find conflicts with title or occupation evidence. Services shall be billed on a Time and Materials basis shown on our current Rate Schedule at the time the services are rendered.
5. Record of Survey, Lot Line Adjustment, Certificate of Compliance, Acquisitions, Parcel Map, Final Map, Easements, Plats, Legal Descriptions, Special Mapping Services not specifically identified in this scope.
6. ALTA/NSPS Survey or Easement Abandonment.
7. Construction Staking.
8. Specific Plan, General Plan, EIR and CEQA Amendment, Assessment Districts, Annexations, Reimbursement Agreements, Sound Studies, and Archeological Mitigation Program.
9. Any coordination or processing with State or Federal Agencies.
10. Arborist Report, Landscaping, and Irrigation Plans.
11. Any applicable RWQCB Application and/or Annual Fees, Annual Compliance Report, NOI Submittal Fees.
12. Public Agency Engineering or Analysis not specifically listed in the above Scope of Work.
13. Dry Utility Design (lighting, electrical, undergrounding overhead lines, gas, CATV, joint trench, etc.).
14. Traffic Control Plan, Traffic Engineering, Additional Lanes, Signage, Striping, and Traffic Signal Design.
15. Decorative Wall, Gate, Fencing, and Structural Retaining Wall Design and Specifications.
16. SWPPP, Monitoring and Inspections (QSP/BMP and others), Annual Reports, Notice of Termination (NOT), REAP, Lab Fees, Testing, etc.
17. ISR, Air Board Permitting, and Dust Control Plans.
18. Geotechnical Engineering (Structural Sections), Dewatering Design, Blasting Recommendations/Design, Trenching/Excavation analysis relating to the site, Hydrologic Engineering, Environmental Engineering.
19. Any work related to Plans or Specifications for a pump station not specifically identified above.
20. Fire Water Design, Plans, and Calculations. Fire Flow Test, Fire Sprinkler Design/Well, Tank, and Booster Pump Design, Calculations, Plans, and Specifications.
21. Sewer System Design, Calculations, Plans, Septic System, Grease Traps, Sewer Lift Stations, etc.
22. Storm Drainage System Design, Calculations, Plans, Retention System, Lift Stations, etc. Project assumes existing storm water conveyance system already exists and no improvements will be required.
23. Storm Water Quality Analysis, Design, Calculations and Report. Hydromodification, Volume Reduction and Treatment.
24. Cathodic Protection Design.
25. Processing and plan preparation not specifically identified in the above Scope of Work.



**Canal Street Water Main Replacement - Project No. 121055**  
**14th Street to 15th Street**  
**Estimated Level of Effort**  
**1-Oct-21**

PRIMARY SCOPE TASKS		Principal In Charge	Project Manager or Civil Engineer	Civil Designer	CAD Drafter	Land Surveyor	Land Surveyor Assistant	Field Survey	Total Hours	Total Cost
ITEM	TASK ACTIVITY									
TASK 1										
A-H	Project Management, Meetings, Coordination, Processing and Permitting	8	40	16					64	\$30,471.68
	Sub-Total									\$30,471.68
TASK 2 - Topographic and Property Boundary Survey										
A	Record Research	1				2			3	\$443.53
B	Right-of-Way and Control Field Survey					4	2	4	10	\$1,616.82
C	Land Net Surveys					6		4	10	\$1,651.02
D	Topographic Survey	1			16	2	1	20	40	\$6,649.94
E	Monument Preservation	1				6	4	4	15	\$2,296.61
	Sub-Total									\$12,657.92
TASK 3										
A-H	Civil Engineering Construction Documents and Specifications	8	24	40	80				152	\$21,220.33
	Sub-Total									\$21,220.33
TASK 4										
A-J	Bidding Assistance, Construction Administration and Record Drawings	3	40	16	8				72	\$11,416.72
	Sub-Total									\$11,416.72
	TOTAL	27	104	72	104	20	7	32	366	\$55,766.56