

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Public Works CPM

BOARD AGENDA # *C-2

Urgent Routine

AGENDA DATE January 29, 2008

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Establish a Project Budget and Award a Professional Services Contract to GDR Engineering, Inc., for the Crows Landing Road at Grayson Road Traffic Signal Project

STAFF RECOMMENDATIONS:

1. Establish the project budget for the Crows Landing Road at Grayson Road Traffic Signal Project.
2. Award a professional services contract to GDR Engineering, Inc., for the Crows Landing Road at Grayson Road Traffic Signal Project.
3. Authorize the Director of Public Works to execute a contract with GDR Engineering, Inc., not to exceed \$77,160, and to sign necessary documents.
4. Direct the Auditor-Controller to make the necessary budget adjustments per the financial transaction sheet.

FISCAL IMPACT:

The estimated total cost of the project is \$1,500,000. The Crows Landing Road at Grayson Road Traffic Signal Project will be funded 100% by Regional Transportation Impact Fee (RTIF) funds. At this time, \$77,160 is needed for engineering design services, right-of-way services, environmental services, soil testing services, traffic engineering study services; plus, \$13,840 for State fees, permits, additional design services, advertising and copying services.

BOARD ACTION AS FOLLOWS:

No. 2008-072

On motion of Supervisor Grover, Seconded by Supervisor O'Brien
and approved by the following vote,
Ayes: Supervisors: O'Brien, Grover, Monteith, DeMartini, and Chairman Mayfield
Noes: Supervisors: None
Excused or Absent: Supervisors: None
Abstaining: Supervisor: None

- 1) X Approved as recommended
- 2) _____ Denied
- 3) _____ Approved as amended
- 4) _____ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

DISCUSSION:

In August 2007, the Public Works Traffic Division conducted a traffic study at Crows Landing Road and Grayson Road. Results from the study warranted a traffic signal at this location.

In September 2007, the Stanislaus Council of Governments (StanCOG) Policy Board approved the Crows Landing Road at Grayson Road Traffic Signal Project. This project is in the 5-year StanCOG approved RTIF program. The proposed improvements at this intersection will consist of the construction of additional pavement to allow the installation of left turn lanes on Crows Landing Road and Grayson Road, through lanes in each direction, and installation of traffic signals. The proposed improvements will improve traffic safety and enhance the flow of traffic through this intersection.

The Department of Public Works requested proposals from six (6) engineering firms to design the road widening and traffic signalization improvements at the Crows Landing Road and Grayson Road intersection. Three proposals were received. Department staff reviewed the proposals and determined that GDR Engineering based in Ceres, California is the best-qualified for this project.

GDR Engineering proposes to perform the following work:

- Project Management
- Preliminary Research/Field Investigation
- Surveying & Mapping
- Descriptions and Maps Coordination with Right-of-Way Agent hired by County
- Agency and Permitting Coordination Requirements
- Geotechnical Services
- Utility Coordination
- Engineering Design Services
- Engineering's Quantity and Construction Cost Estimates
- Improvement Plans
- Specifications
- Environmental Coordination

The construction phase of the Crows Landing Road at Grayson Road Traffic Signal Project is anticipated to start in the summer of 2008 and be completed by the fall of 2008.

POLICY ISSUES:

The Board should consider if the recommended actions are consistent with its priorities of providing a safe community, a healthy community and a well-planned infrastructure system.

STAFFING IMPACT:

County staff will be used to oversee the contract, review and approve design, environmental, right-of-way, utilities and will put the contract out to bid. No additional staff is needed at this time.

**AUDITOR-CONTROLLER
BUDGET JOURNAL**



Balance Type	Budget
Category	Budget - Upload
Source	
Currency	USD
Budget Name	LEGAL BUDGET
Batch Name	
Journal Name	
Journal description	Establish a budget for Crows Landing @ Grayson Rd TS project
Period	JUL-07 to JUN-08
Organization	Stanislaus Budget Org

Line	Coding Structure						Debit		Credit		Description
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6	incr appropriations decr est revenue	decr appropriations incr est revenue			
1	1102	40310	63280	9727	0	0.0	91,000.00				
2	1102	40310	63280	0	0	0.0			91,000.00		
3	1102	40310	46615	0	0	0.0	91,000.00				
4	1102	40310	46615	9727	0	0.0			91,000.00		
5						0.0					
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24						0.0					
25						0.0					
Totals							182,000.00	182,000.00			

Establish a budget for Crows Landing @ Grayson Rd TS project

Requesting Department		CEO		Auditors Office Only	
Sharon Andrews					
Signature		Signature		Prepared By	Admin Approval (\$75K+)
1/15/08		01/22/08			1/16/08
Date		Date		Date	Date

Contact Person & Phone Number

AUDITOR-CONTROLLER STANDARD JOURNAL VOUCHER


BATCH SCREEN

Batch:
 Period:
 Description:

JOURNAL SCREEN

Journal:
 Category:
 Balance Type: A = Actual or E = Encumbrance
 Description:
 Control Total:

Line	Coding Structure						Debit	Credit	Description	
	Fund <small>4</small>	Org <small>7</small>	Account <small>5</small>	G/L Proj <small>7</small>	Loc <small>6</small>	Misc <small>6</small>				
1	6400	64100	85850	0	0	0.0	91,000.00			
2	1102	40310	46615	9727	0	0.0		91,000.00		
3						0				
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26						0				
27						0				
Totals								91,000.00	91,000.00	

Explanation:

Departments Outside Auditors' Office		Auditors Office Only	
SHARON ANDREWS <i>SHA</i> Prepared by 1/15/08 Date	<i>Max Haug</i> Supervisor's Approval 1-16-08 Date	<i>Tom Flue</i> Prepared By Admin Approval (\$75K+) 1/16/08 Date	

**STANISLAUS COUNTY PUBLIC WORKS
ENGINEERING DIVISION
1716 MORGAN ROAD
MODESTO, CA 95358**

TRANSMITTAL

Date: May 3, 2008
To: Suzi Seibert, Assistant Clerk of the Board
Re: Attachment for January 29, 2008, Item *C-2
From: Linda Allsop, Morgan Road
209-525-4157

2008 MAR -14 A 10:45
BOARD OF SUPERVISORS

Hi Suzi:

Enclosed for your file is the agreement with GDR Engineering, Inc. for Item *C-2, January 29, 2008.

Have a good day!

**STANISLAUS COUNTY
PROFESSIONAL DESIGN SERVICES AGREEMENT**

This Agreement is made and entered into by and between the County of Stanislaus, a political subdivision of the State of California, hereinafter referred to as "County" and GDR Engineering, Inc., hereinafter referred to as "Consultant".

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

1.0 PROFESSIONAL SERVICES TO BE PROVIDED BY CONSULTANT

1.1. Scope of Services: Consultant shall provide the professional services described in the County's Request for Proposal ("RFP") attached hereto as Exhibit "A" and incorporated herein by reference and Consultant's Response to County's RFP (the "Response"). A copy of said Response is attached hereto as Exhibit "B" and incorporated herein by this reference.

1.1.a. Clarification of "Right-of-Way Maps, Legal Descriptions" – Grayson right-of-way width is 110 feet.

1.1.b. Task 4 – 90% PS&E Submittal – Plans shall be prepared according to Caltrans Plans Preparation Manual and shall include quantity sheets for each bid item (except lump sum).

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

1.3. Representations: Consultant represents that it has reviewed the RFP and that in its professional judgment the services to be performed under this Agreement can be performed within the maximum fee set forth herein below and within the time specified in the Project Schedule attached hereto. Consultant represents that it is qualified to perform the professional services required by this Agreement and possesses the necessary licenses and permits required to perform said services.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless County from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against County for, or on account of any liability under any of the above-mentioned laws, which

may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

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

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

2.0 COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C", attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed \$77,160 Dollars.

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

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

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the termination of this Agreement.

3.0 TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days after County delivers its Notice to Proceed. Said services shall be performed in strict compliance with the Project Schedule approved by County as set forth in Exhibit "D", attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays nor lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0 TERM OF CONTRACT AND TERMINATION

4.1. Term. This Agreement shall commence upon approval by the County's Board of Supervisors and continue for a period of twelve (12) months, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

5.0 INSURANCE REQUIREMENTS

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverage's:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.1.1. Endorsements. The comprehensive general liability insurance policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The County of Stanislaus and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with County."
- (b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to County of Stanislaus."
- (c) Other insurance: "Any other insurance maintained by the County of Stanislaus shall be excess and not contributing with the insurance provided by this policy."

5.2. Deductibles: Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.

5.3. Certificates of Insurance: The Consultant shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its officers, officials and employees as additional

insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

5.4. Non-limiting: Nothing in this Section or the insurance described herein shall be construed as limiting in any way, the indemnification provisions contained in this Agreement, or the liability of Consultant and Consultant's officers, employees, agents, representatives or subcontractors for payments of damages to persons or property.

5.5. Primary Insurance: The Consultant's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.6. Endorsements: Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

5.7. California Admitted Insurer: Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-:VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.

5.8. Subcontractors: Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

5.9. Certificates of Insurance: At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a

person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.0 INDEMNIFICATION

6.1. Indemnification: To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, agents, employees and representatives from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors.

6.2. Duty to Defend: The duty of Consultant to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

6.3. Duty to Cooperate: Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

6.4. Patent Rights: Consultant shall defend, indemnify and hold harmless the County from all loss, cost, damage, expense, liability or claims, including attorneys' fees, court costs, litigation expenses and expert consultant or witness fees, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by the County of any articles or services supplied under this agreement.

7.0 GENERAL PROVISIONS

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

7.2. Representatives. The Director of the Stanislaus County Department of Public Works, or his designee, shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement. Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this

Agreement, except as otherwise expressly provided in this Agreement.

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

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

If to County:
Stanislaus County Public Works
Attn: Laurie Barton, Deputy Director
1716 Morgan Road
Modesto, CA 95358

If to Consultant:
GDR Engineering, Inc.
P.O. Box 1033
Ceres, CA 95307

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

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

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

7.8. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of County. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are

required, in connection with the services to be performed hereunder.

7.9. Ownership of Documents: All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of County. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of County. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of County and without liability or legal exposure to Consultant. County shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from County's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to County any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by County or its authorized representative, at no additional cost to the County.

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

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

7.12. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.

7.13. Costs: Each party shall bear its own costs and fees incurred in the preparation and

negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

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

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

7.16. Amendments: Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

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

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

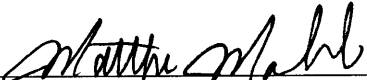
7.19. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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


[SIGNATURES ON FOLLOWING PAGE]

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

COUNTY OF STANISLAUS

By: 
Matthew Machado, Director
Department of Public Works

GDR ENGINEERING, INC.

By: 
Corporate Title: President

APPROVED AS TO FORM:

Michael H. Krausnick
County Counsel

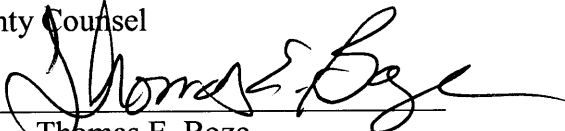
By: 
Thomas E. Boze
Deputy County Counsel

EXHIBIT A

COUNTY'S REQUEST FOR PROPOSAL



DEPARTMENT OF PUBLIC WORKS

Matt Machado
Director of Public Works

1010 10th Street, Suite 3500
Modesto, CA 95358
Department of Public Works
Phone: 209.525.6550
Fax: 209.525.7759

Administration ♦ Development Services ♦ Transit
Engineering Services ♦ Operations
Landfill ♦ Facilities Services

July 19, 2007

Rick Ringler
Garcia-Davis-Ringler
PO Box 1033
Ceres CA 95307

**SUBJECT: Request For Proposal – Traffic Signal Project
at Crows Landing Road & Grayson Road, Modesto, Stanislaus CA**

Dear Mr. Ringler:

Stanislaus County Department of Public Works (“Department”) is soliciting proposal to provide professional services for environmental clearance, construction plans, technical specifications, right-of-way maps, legal descriptions, right-of-way appraisal, and right-of-way acquisition for the installation of traffic signals and related road improvements at the intersection of Crows Landing Road at Grayson Road.

PROJECT DESCRIPTION:

This project is funded with Regional Transportation Impact Fees funds and is tentatively scheduled for construction bids in 2008. Due to the need to acquire additional right-of-way, the plans, specifications and right-of-way maps and legal descriptions must be essentially completed by April, 2008. The focus of the project is to install traffic signals at the intersection and widen the intersection approaches to accommodate the various traffic movements.

SCOPE OF WORK:

Elements of the engineering for this project include but are not limited to the following:

1. Pursuant to the State of California Public Resources Code and the “Guidelines for Implementation of the California Environmental Quality Act of 1970,” as amended to date, an environmental study shall be made to obtain the necessary environmental clearance for this project. The consultant shall perform or hire a qualified agency to complete the necessary environmental studies. A Final Initial Study prepared for this project shall be provided to the County for review and approval.

2. The consultant or the consultant's subcontractor shall prepare the Area of Potential Effect (APE) maps in conformance with Caltrans requirements and prepare all documents and reports necessary to achieve CEQA environmental clearance.
3. Engineered plans and specifications consisting of or supplemented with these items:
 - Data collection including topographic, right-of-way and utility information.
 - The plans shall consist, at a minimum, a cover sheet; existing topography; design cross section; plan and profile; storm water drainage; utility relocation plan(s); construction traffic signal design sheet(s); traffic control and construction signage; striping and signage sheet(s); and details.
 - The plans shall be designed in accordance with the May, 2006 edition of the Caltrans Standard Plans and Standard Specifications and addenda thereto, supplemented by Stanislaus County Standards when necessary.
 - Storm drainage calculations shall be required for all storm drain facilities and tributary areas. The consultant shall submit the drainage plans and supporting calculations to the Stanislaus County Department of Environmental Resources for review, comment and approval of the drainage facilities if necessary.
 - All utility facilities, identification, size and location, height above ground or depth below ground, shall be designated and shown in their proper locations on the plans. If utilities are to be moved, they shall be so designated on the plans. The consultant shall coordinate and submit the plans to the affected utility company for review, comment and approval.
 - The plans shall be prepared in AutoCAD 2004 format. Any fonts used beyond those supplied with the basic AutoCAD software shall be furnished to the Department. Electronic drawing files shall be furnished to the Department after the Department has approved the plans.
 - Technical specifications are required and shall conform to the May, 2006 edition of the Caltrans Standard Specifications and addenda there to in addition to the County's baseline specifications. An electronic copy shall be furnished to the Department in Microsoft Word format after the Department has approved the specifications.
4. An initial project direction meeting with the Department will be required prior to consultant starting design work. Progress meetings with the Department's staff will be required as deemed necessary by the Department. Please plan on monthly meetings. Written project schedule updates shall be submitted monthly.
5. The County shall provide all necessary survey horizontal and vertical control points for the project.
6. An Engineer's Estimate and a summary of quantities will be required (see Item 11 below).

7. Provide the Department with an electronic version of the x, y, and z coordinates generated for the project. The coordinate point file shall be in a format acceptable to the Department. The point file shall be accompanied by an index map delineating the location of the points of said file.
8. Additional right-of-way will be required as part of the project. The consultant shall prepare an overall map(s) (24" x 36") illustrating all right-of-way acquisitions; individual right-of-way acquisition maps (8-1/2" x 11"); and, individual metes and bounds legal descriptions (with mathematical closures) of the proposed right-of-way takes for each parcel affected. The maps and legal descriptions shall be subject to review and approval by the Department. An electronic copy of the legal descriptions shall be furnished to the Department after the Department has approved the legal descriptions. Electronic drawing files in AutoCAD 2004 format shall be furnished to the department after the Department has approved the maps.
9. A representative of the firm may be required to attend public meetings as relates to the plans, technical specifications, and/or legal descriptions. The representative may also be required to provide technical information and answer questions relating to the plans, technical specifications, and/or legal descriptions during the bidding process and/or construction of the project.
10. A project schedule listing the tasks to be performed shall be submitted with the proposal. Monthly updates of the project schedule shall be prepared and submitted to the County for review with the monthly invoice. The County will not process the monthly invoice for payment until the monthly updated schedule is reviewed and accepted.
11. The plans, specifications and estimate ("PS & E") shall be submitted to the Department as follows:

35% Plan Submittal.

This submittal shall contain sufficient details to demonstrate the design parameters are understood; delineate the basic design of the project; and determine the additional right-of-way takes. No further work shall be performed until the engineer receives authority to proceed from the Department.

60% PS & E Submittal

This submittal shall reflect any changes and/or corrections required from the 35% review. The plans submitted shall include a cover sheet, existing topography, design cross-section, plan and profile sheets, storm water drainage; traffic signal design sheet(s), traffic control and construction signage, utility relocation plans, striping and signage and details. The draft construction specifications, a preliminary summary of quantities, and a draft engineer's estimate shall also be submitted. The right-of-way maps and legal descriptions (with mathematical closures) shall be submitted. No further work shall be done until the engineer receives authority to proceed from the Department.

90% PS & E Submittal

This submittal shall reflect any changes and/or corrections required from the 60% review. The PS & E shall be complete and subject to only minor changes or additions based on new information or items not noted on the 60% review. All utility approvals must be obtained prior to this submittal. The Department of Environmental Resources approval must also have been obtained if the Department determined their approval was required. All design issues shall have been resolved.

100% PS & E Submittal

This will be the final submittal of the PS & E for Departments approval and signature. The plans shall be on 3 mil mylar. All other required signatures and stamps shall be obtained prior to the final submittal. Electronic copies of the signed plans, specifications & estimate shall be provided in PDF format on a CD. The original signed plans and final as-built drawings shall be scanned at 300 dpi grayscale resolution.

12. At completion of the construction phase of the project, the engineer shall prepare record drawings on 3 mil mylar.
13. The successful firm will be required to enter into a "Master Agreement for Professional Services" with Stanislaus County for the work to be performed. A sample agreement is enclosed for you review. It shall be stated in the proposal that the firm has reviewed the agreement and is in a position to meet the terms and conditions.

PROPOSAL REQUIREMENTS:

In addition to addressing the above items, we request that the following items be addressed and included in your proposal:

- Proposed staffing for this project.
- Staff qualifications and current/project workload.
- Proposed project schedule including all major milestones.
- List of services that you will provide including your approach to project delivery.

Three copies of your proposed scope of work are due in this office by August 24, 2007. Please include with the proposal, in a separate, sealed envelope, your fee proposal. The fee proposal must separate the project into functional tasks and provide the associated fees that define the work to be accomplished. Sub-consultants fees must be clearly indicated.

Your proposal will be evaluated, at a minimum, based upon the following:

An understanding of the work to be performed; your firm's experience with similar kinds of work; the qualifications and availability of staff for the project; your use of innovative and advanced techniques for this project or those used in previous projects; and your firm's demonstrated professional and financial responsibility.

Your proposal should, at a minimum, address the previously described items.

Please submit your proposal to:

Paul Saini, Associate Civil Engineer
Stanislaus County Department of Public Works
1716 Morgan Road
Modesto, CA 95358

We anticipate reviewing the proposals shortly after the closing date for receiving the proposals. Those firms believed to be the most qualified based on their proposal, may be subject to an interview.

If you have any questions regarding this item, please contact me at 209-525-4116 or my email at sainip@co.stanislaus.ca.us

Sincerely,



Paul Saini
Associate Civil Engineer

Cc: Scott Anderson, Supervising Civil Engineer
Robert Meleg, Associate Civil Engineer
Reon Chrisman, Assistant Engineer

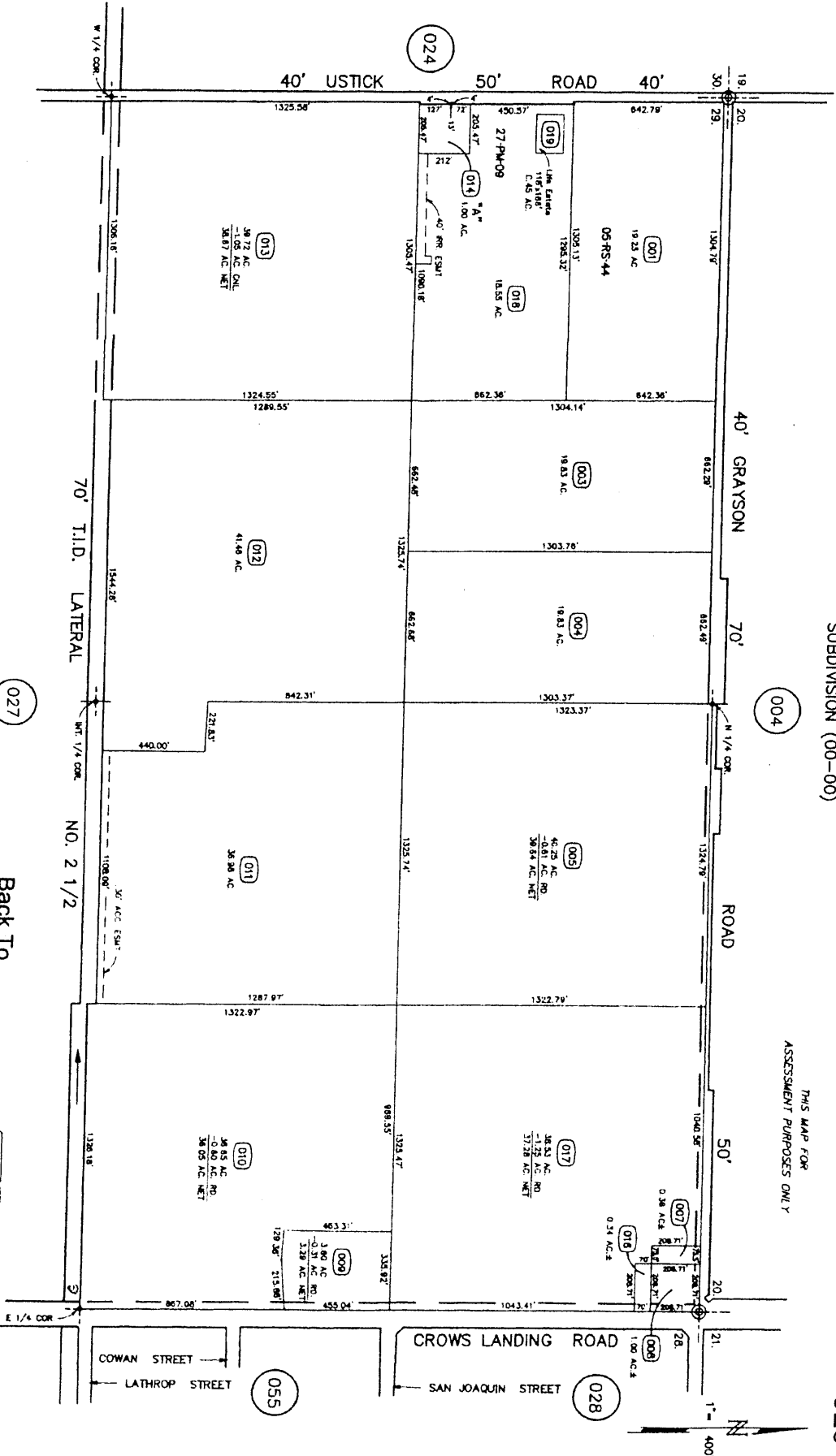
Attachments

N 1/2 SECTION 29 T.4S. R.9E. M.D.B.& M.
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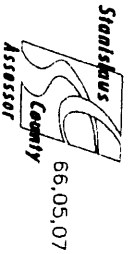
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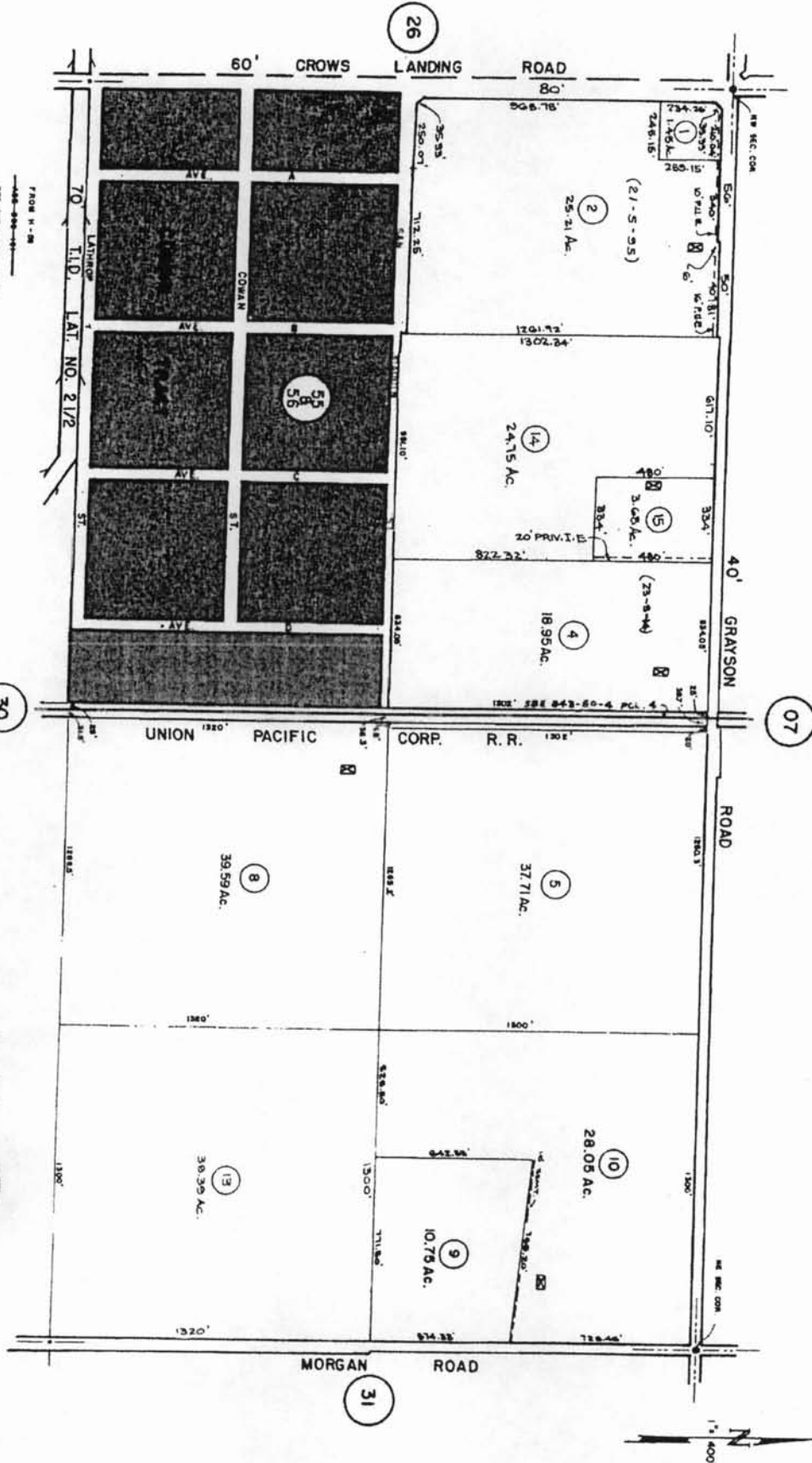


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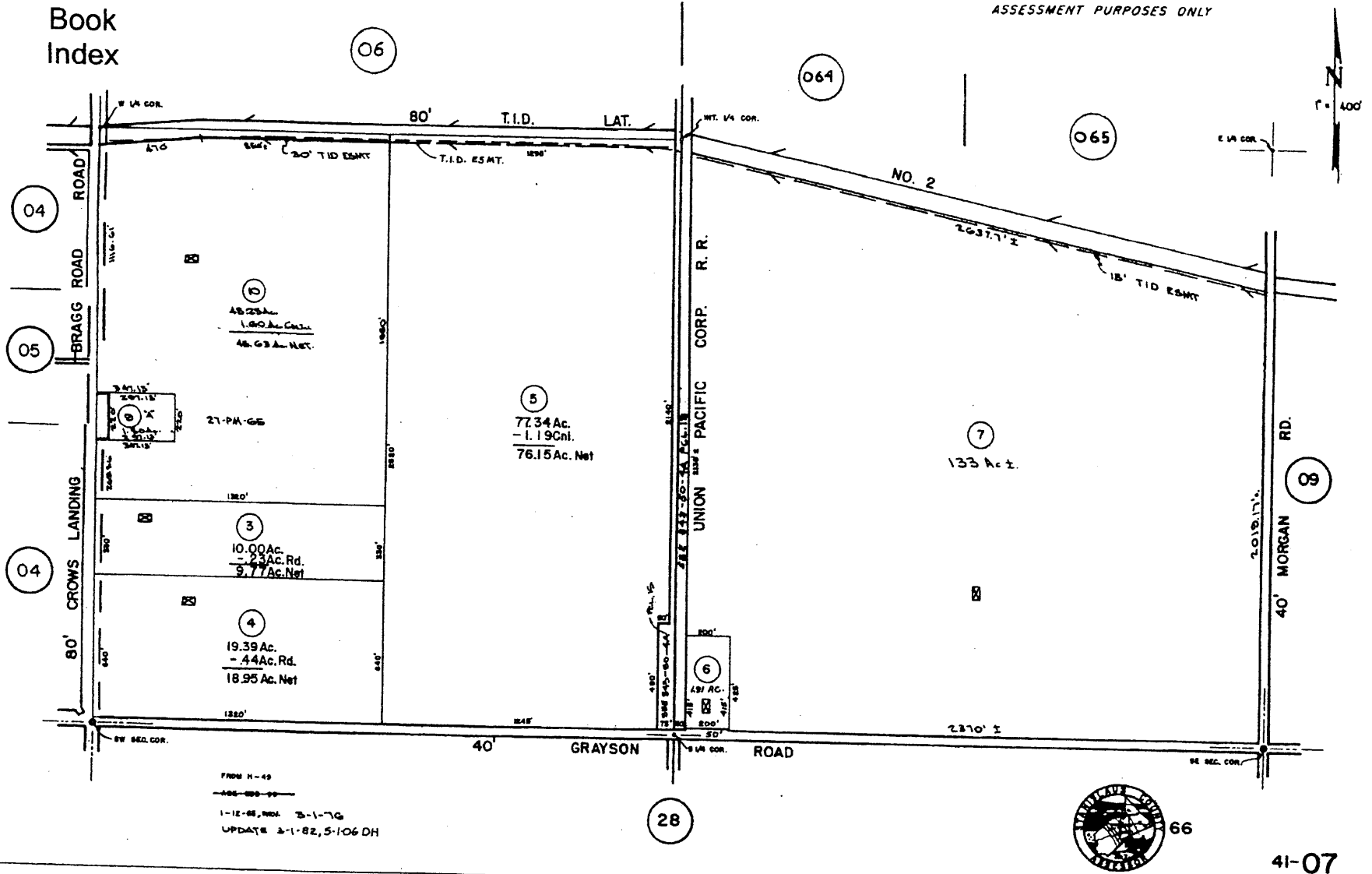
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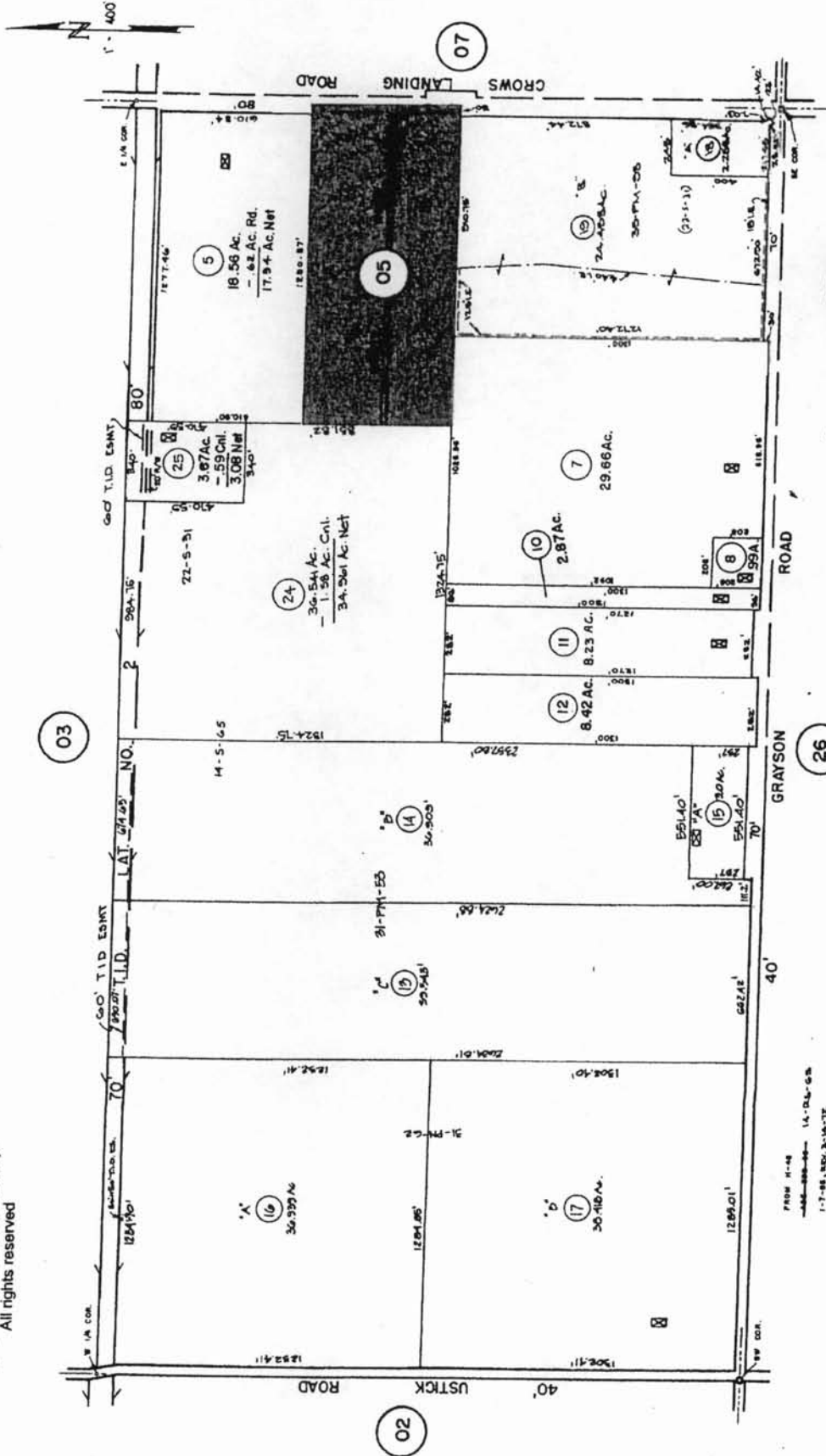
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EXHIBIT B

CONSULTANT'S RESPONSE TO COUNTY'S REQUEST FOR PROPOSAL

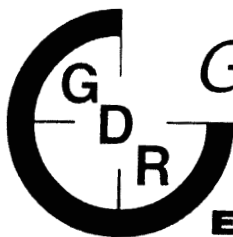
GDR ENGINEERING, INC.

PROPOSAL
TO PROVIDE
PROFESSIONAL ENGINEERING
& SURVEYING SERVICES
FOR
TRAFFIC SIGNAL PROJECT
CROWS LANDING ROAD / GRAYSON ROAD

Submitted to:

Stanislaus County Public Works Department
1716 Morgan Road
Modesto, CA 95358

August 24, 2007



GDR ENGINEERING, INC.

ENGINEERING / SURVEYING / PLANNING

Stanislaus County
Crows Landing / Grayson Intersection

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PROJECT SCOPE

INTRODUCTION

We have reviewed the information provided by the County, researched existing records and investigated the project area in the field. This effort has enabled us to understand the project requirements, develop an approach and assemble a team that will allow the County of Stanislaus to meet its project goals. Following in this section is a discussion of the basic project scope and identification of some of the conditions and issues that may affect the final project design.

SCOPE

The County of Stanislaus Department of Public Works plans to construct signals and widen the intersection of Crows Landing Road and Grayson Road to accommodate the expected traffic movements. Based on conversations with County staff it is our understanding that Crows landing Road will be widened to 5 lanes. The south leg will include a north bound left turn lane, a north bound combined through/right turn lane, a north bound through lane and 2 south bound through lanes. The north leg will include a south bound left turn lane, a south bound combined through/right turn lane, a south bound through lane and 2 north bound through lanes. As discussed with the County, Grayson Road at the intersection will be widened to 3 lanes. The east leg will have a through leg in each direction and a left turn lane. The west leg will be the same as the east leg. GDR Engineering will create plans and specifications necessary for construction of the project along with an engineer's opinion of probable costs. GDR Engineering will also draft addenda as determined by the County to be reasonable or necessary for the bidding process.

The intent is to:

- Construct traffic signals at the intersection of Crows Landing and Grayson Road.
- Widen the individual legs of the intersection in all directions to accommodate the expected traffic flows and movements. Documentation will include calculations to determine geometric properties for turn pockets, vehicle storage, approach tapers, deceleration lanes, and lane transitions.
- Provide adequate storm drain runoff control. This may be accomplished using roadside swales, drywells, positive pipe conveyance (if available), or other approved means available at the site. GDR will work in conjunction with the County to determine the best available storm drain system.
- Identify properties that will require right of way acquisition and provide legal descriptions and sketches for those properties in order for the County to acquire right of way necessary to accommodate the street improvements. GDR will verify the amount of parcels that will be affected after their initial analysis.

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- Coordinate with utility companies to verify the location and depth of their existing facilities and to help facilitate with the relocation of utility poles and other private facilities as necessary to provide adequate room for the intersection improvements.
- Incorporate the existing pavement section into the widening, including moving crown in specific sections if necessary and reinforcing the pavement if needed.

EXISTING FACILITIES

The existing Right of Way for Crows Landing Road at the intersection appears to be 80'. The right of way for Grayson Road varies from 50' to 70'. The north and south leg of Crows Landing Road consists of a through lane in each direction and dedicated left turn lanes. The east and west legs of Grayson Road consist of through lanes in each direction.

The St. Stanislaus Golf Course is located at the south east quadrant of the intersection. The existing golf course fence and sign appear to be set back from the roadway far enough to accommodate the proposed widening. From review of the assessor's maps it appears that the right of way has been widened at the golf course property.

The storm drain facilities for this area seem to be consistent with typical county roads in rural settings. These normally consist of roadside swales and ditches. There appears to be a drain inlet at the north east corner of the intersection. This may be an old drywell.

There are overhead facilities along the west side of Crows Landing Road and along the north and south side of Grayson Road west of Crows Landing Road. Grayson Road east of Crows Landing Road has overhead facilities along the south side of the roadway. There are power poles at all four corners of the intersection that will most likely need to be relocated, depending on the proposed geometrics in the intersection. GDR Engineering will coordinate with utility companies to verify the location and depth of their existing facilities.

There are several fences along Crows Landing Road that may need to be addressed during the design and construction process.

PROJECT PLAN AND TECHNICAL APPROACH

GENERAL

The project scope coupled with conditions and issues outlined in the Introduction section provided the basis for developing our proposed project plan and approach. Our main goal is to design an economical facility that meets the agreed to design standards. Our approach to the project emphasizes team work, pre-planning, agreement as each task is completed and performing a planned task once. This involves a coordinated effort within the Client/Consultant project team.

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Considering the above, we have planned a systematic project development approach that includes preparation of a focused *Project Design Report*. The Project Design Report will include a plan line showing traffic movement geometry, right of way maps, sketches, legal descriptions, schedules, and other pertinent design parameters. Completion of design documents allow team members to agree on important concepts and parameters before starting detailed design and help keep the project on track. Additionally, the team will agree at the beginning on scheduling and responsibility for completion of specific milestones. This includes submittal and review of specific documents at the various stages of completion so that all subsequent work is based on agreed to concepts and parameters. The supplemental environmental and right of way work provides other necessary resources to help the County complete a successful project.

TASK 1- PROJECT DESIGN REPORT, SURVEYS, AND RIGHT OF WAY ENGINEERING

In this section we discuss the general content of the *Project Design Report*. We also discuss surveys, the *Geotechnical Report*, preparation of the right of way maps and legal descriptions.

PROJECT DESIGN REPORT

This report will be where the key project concepts and parameters are summarized. We have included a brief description of the general content of each section that will be addressed for this specific project. The *Project Design Report* is not an elaborate document, but a focused document that guides design and review of the project. Early identification of issues and potential problems helps maintain the planned schedule and leads to a better overall project.

To help expedite completion of right of way engineering (maps and descriptions), we propose that the sections of the *Project Design Report* that relate to setting the right of way be completed first. This includes design standards, geometric cross sections, storm drainage concepts, right of way issues and centerline location planning (plan line) sections as described below.

The draft *Project Design Report* will be submitted for review and approval at an early stage so that preparation of legal descriptions and right of way maps and 35% design submittal can be started close to the same time.

The intent of using this process is to complete right of way maps and descriptions early in project development so the County can start the right of way acquisition process prior to completion of final construction plans.

The *Project Design Report* generally includes the following sections:

Stanislaus County
Crows Landing / Grayson Intersection

Need and Purpose

This section includes a description of the project goals and specific issues that need to be addressed to meet those goals. The intent is that all team members agree on the issues before the initial design work is started. Much of the information contained in this section is obtained from pre design scoping session(s) with the Client.

Design Standards

This is the section where design standards are addressed. In this case most of the standards will be Caltrans and County of Stanislaus standards. We will however discuss any modifications to those standards that may need to be made to accommodate design and construction of this particular project. In addition we will identify design standards to be used for relocation or reconstruction of affected special features.

Geometric Cross Section

A discussion of the ultimate planned facility will be included in this section and how intersecting streets and access driveways will be dealt with. We will also define shoulder treatments in this section that will address features such as grade separations, farming operations (berms), and matching of existing improvements. A sketch of the geometric cross sections will be included in this section of the report also.

Storm Drainage Concepts

This is the section where we will outline storm drainage concepts that will be used in both preliminary and final design. Included will be standards for sizing pipes if utilized.

Any other key drainage issues, including those identified after the topography is analyzed will also be addressed in this section.

Design Controls

Here is where we describe special features of the project that will affect design. Issues that can affect design for this project include; adjacent ground elevation differences, the location of existing overhead and underground power, communication and gas facilities, relationship of driveways and intersections, location of adjacent private structures and location of centerlines and channelization at the street intersection. These and other issues will be identified and discussed.

Right of Way Issues

Right of way issues will be discussed in this section and parameters we will use to set right of way will be outlined. Most of the information that will be used to describe the controlling issues will be determined when the previous sections of the *Project Design Report* are developed.

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Horizontal Alignment and Plan line

This section will contain the geometric information needed to define the lane lines and turning movements of public traffic. A plan line will be created for approval by the county prior to any further right-of-way engineering.

GDR Engineering will research existing right of way, overlay existing and proposed centerline, roadway geometrics, and right of way information on the topography and analyze the information for alignment planning purposes. This information along with information from previous *Project Design Report* sections will be used to establish a centerline and preliminary right of way for the project area.

TI Information and Structural Section Design

This is the section where structural section information will be presented. Information includes the Traffic Index (TI) based on County Standards and structural section design using R-Value information from the *Geotechnical Report*. The Geotechnical Engineer will take samples of the existing soil and provide R-Values based on their testing.

Review Agencies, Utility Companies and Utility Issues

This is the section where we define which agencies, organizations or departments will be involved with the review process. We will list these organizations along with contact persons. Utility companies potentially affected, including contact persons will also be listed here. GDR Engineering's staff has found that utility coordination is a key element in the success of any road or street project. We emphasize early communication with utility companies who have facilities in the project area. We also emphasize continued communication with the utility companies through design development and their scheduling of any necessary relocation or work on their facilities prior to the start of project construction.

Obvious utility issues will be defined in this section of the design report. We will have preliminary information from the utility companies from which to identify issues and potential conflicts. From the topographic map and the preliminary geometric cross section and structural section information, GDR and County staff will discuss with utilities, the potential impacts on their facilities. This preliminary discussion allows all the project team members the opportunity to have the input necessary for the proper design decisions. Utilities that may be affected, including possible relocation, include electrical power and communications.

Any special processing and coordination requirements, including necessary review times for various agencies will be noted. The County will contact utility companies that potentially need to relocate their facilities and include information on timing to complete relocation and clear the right of way for construction purposes. Information in this section

Stanislaus County
Crows Landing / Grayson Intersection

becomes very important in establishing an orderly review and approval process and the information can be incorporated into the final project schedule.

PS&E Content and Format

We will describe in this section the format for the Plans, Specifications and Estimate that meets the County's needs. We will also identify where special provisions may clarify issues during construction for specific items such as what work is included in the roadway excavation item, special precautions to protect existing facilities, special requirements for handling traffic and providing access to adjoining property owners.

The project plans will follow the Caltrans format, modified to suit the County's needs.

TOPOGRAPHIC SURVEYS / MAP

GDR Engineering will obtain survey topographic (horizontal and vertical) information necessary to prepare topographic maps for design and construction. The topographic survey work will include information on the locations of existing improvements such as paving to be saved or matched, driveways, fire hydrants, utility poles, street lights, traffic control signs, property fences, trees etc. Surface features of underground utilities of record such as sewer manholes and cleanouts, water valve boxes, water meter boxes, storm drain manholes and drain inlets will be located. Special attention will be made to identify private and public facilities affected by the proposed improvements. Existing floor and driveway location and elevation that may affect design, as well as, other features such as adjacent ground elevations and pavement elevations will be measured. GDR will locate and set ties to any section corners or centerline monuments that may be destroyed during construction. Corner records will be filed with the County Surveyor's Office.

GEOTECHNICAL REPORT

A Geotechnical Report will generally be used to generate data to identify the existing soil properties to be used in the design of the structural section. The report can also provide structural section needs in locations where existing pavement can be salvaged and used as part of the structural section. If necessary, additional information regarding soil percolation rates will be obtained at potential storm drainage swale or drywell locations.

RIGHT OF WAY MAPS, LEGAL DESCRIPTIONS

As stated previously we propose to identify the roadway centerline alignment early in the project development process so that the new right of way lines can be set. This will allow us to start preparation of the right of way maps and legal descriptions earlier in the process to help meet the project schedules.

The initial field topographic information obtained will be used to develop the new roadway alignment and identify the right of way needs. For purposes of this proposal we

Stanislaus County
Crows Landing / Grayson Intersection

assumed legal descriptions and right of way maps would be prepared based on an 80 foot right of way width for Grayson Road and a 110 foot right of way width for Crow Landing Road. Each legal description will include a map that shows the parcel to be acquired.

A Right of Way Control Map will be included within the project plans that will provide necessary construction control information and identify right of way acquisition areas for each parcel.

ENVIRONMENTAL STUDIES

Documents and reports to be used in obtaining CEQA environmental clearance will be provided to Stanislaus County by our sub-consultant. GDR Engineering will be providing mapping necessary to help the consultant prepare the *Area of Potential Impact Map (APE)*.

TASK 2- 35% SUBMITTAL

After the Task 1 items are complete and approved we will complete preliminary plans for alignment, grade and channelization. This will be prepared on plan and profile sheets and include proposed geometric cross sections. We will also have prepared basic designs for major and minor street intersections and major and minor driveway connections and will include preliminary drainage concepts. The 35% submittal would provide plans to use as exhibits for special meetings requested by the County. GDR Engineering will attend special meetings in order to provide technical information that may be needed for clarification or questions that may arise.

TASK 3- 60% PS&E SUBMITTAL

After the Task 2 items are reviewed, GDR Engineering will prepare the 60% PS&E submittal. This will include the cover sheet, plan and profile sheets, typical cross sections, drainage plans, preliminary striping and signage plans, and construction details. At this phase the geometric alignment will be finalized and right-of-way maps with legal descriptions will be prepared and submitted. We will also have the draft construction specifications completed and a draft engineer's quantity estimate completed at this stage. Based on the draft quantity estimate we will also prepare a preliminary opinion of construction cost.

TASK 4- 90% PS&E SUBMITTAL

After the 60 % submittal is approved by the County/Consultant team, GDR Engineering will prepare the 90 % PS&E submittal. This is an update of the plans based on the reviews completed during the 60% submittal. This is the stage where the plans are completed, quantities are finalized, the construction specifications are completed, and the final opinion of construction cost is completed. In fact, from our point of view this set of plans and contract documents are ready for bidding purposes. We only call it the 90% submittal because the client may want some minor additions or changes based on new information or items not noted during the 60% review process. All signatures that may

Stanislaus County
Crows Landing / Grayson Intersection

have been required by the affected utility companies will have been completed at this stage.

The Plans will be prepared on AutoCad 2004 and the Specifications and Estimate will be prepared using MS Word and MS Excel respectively. Any special fonts used in AutoCad will be included with the files. The content of the plans will be generally as follows:

- Cover Sheet
- Typical cross sections
- Plan and Profile Sheets
- Construction Signage
- Construction Details
- Pavement Delineation Plans

We will also include computer generated design cross sections as a separate document for the County's use.

TASK 5 FINAL PS&E (100% SUBMITTAL)

Minor changes from the Task 4 review are made if necessary and the originals are provided to the County for bidding purposes. All remaining signatures are performed during this task.

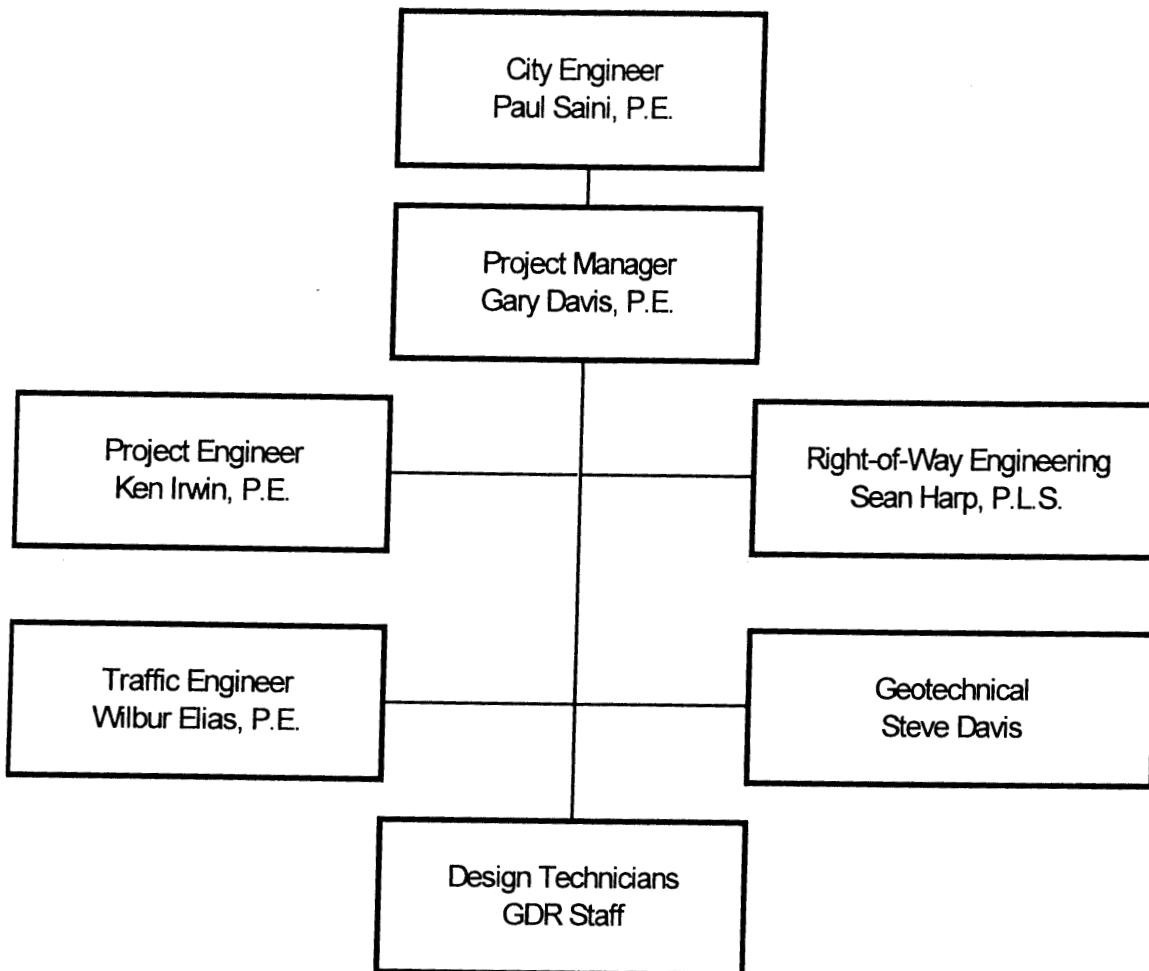
SCHEDULE

To better illustrate the interrelationships of the various tasks and anticipated responsibilities of the key project team members we have included a chart indicating the basic tasks and a projected schedule. The chart indicates an approach that provides contract documents as per your schedule. See Exhibit A in Appendix D.

PROJECT MANAGEMENT

The project team will include; Paul Saini, Associate Civil Engineer (County); Gary Davis, Project Manager; Ken Irwin, Project Engineer; Sean Harp, Project Surveyor; Wilbur Elias, Traffic Engineer; Steve Davis, Kleinfelder; plus CADD technical support staff from GDR Engineering. A basic organization chart is provided below.

**Stanislaus County
Crows Landing / Grayson Intersection**



CONSULTANT STAFF

Gary Davis, P.E., Principal, will serve as project manager. Gary Davis has over 38 years experience in planning, design, and construction of roadways and streets. Mr. Davis' experience includes working in the long range planning section of Caltrans and working as a consulting County Engineer for three Central Valley Cities. During the time he spent with the Soil Conservation Service, he was regional engineer for Kern, Inyo and Mono Counties. He is very familiar with the public agency needs and processing requirements including preparation of PS&E using Caltrans Format.

Stanislaus County
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During the last 30 years as a consultant, Mr. Davis has worked primarily in the Central Valley. A major part of his work has been related to road projects and sewer, water and storm drain projects for municipalities. He has served as project engineer or project manager on over 50 street projects for 14 agencies. Recent projects include Sperry Avenue and Baldwin Road in Patterson and Cleveland Avenue in Madera. Mr. Davis was the design engineer for the Albers Road project between Claribel Road and Warnerville Road in Stanislaus County. Recent experience has also included land development projects in Lemoore, Dinuba, Parlier, Tulare, Kerman, Madera, as well as Hanford. These projects typically address road widening and off site infrastructure for water, sewer and storm drainage.

Ken Irwin, P.E., Senior Civil Engineer, will serve as project engineer. Mr. Irwin has been involved with the design and planning of public roadways and infrastructure, including water systems, sewer systems, storm drainage studies and facilities, street design, residential housing site design and institutional site design for both public agencies and private clients. Some of the previous projects Mr. Irwin has been involved with include: street projects for Stanislaus County's included Albers Road, Baldwin Road and Sperry Avenue in the City of Patterson, Sylvan Avenue and Roselle Avenue in the City of Modesto, and Road 36 and Avenue 12 in the County of Madera. These projects all included street widening, reconstruction, traffic signals, various underground facilities, including extensive modifications to existing irrigation systems.

With over 18 years experience on these types of projects, Mr. Irwin has compiled procedures using the most advanced computer technology and 3D modeling for roadway and infrastructure design. These procedures have brought efficiency into the project, which allows project tasks to be on schedule by performing a given task once.

Sean Harp, P.L.S., Survey Manager, will serve as project surveyor. Mr. Harp is responsible for the management of the Surveying and Mapping Departments of GDR Engineering, Inc. The Survey Department consists of two full-time and one part-time survey field crews. The survey field crews perform surveying tasks using Global Positioning System (G.P.S.) equipment utilizing RTK and Static procedures and Total Station survey instruments. He is responsible for the calculation of property boundaries and writing legal descriptions. Mr. Harp's responsibilities include project planning, research, scheduling surveys and technical review of mapping and survey principles.

Previous projects under Mr. Harp's responsible charge include topographic and boundary survey for +/- 225 acre Keystone Pacific Business Park in Patterson, CA. Mapping and legal descriptions for Right-of-Way acquisition of Cleveland Avenue in Madera, Albers Road, Sperry Avenue and Baldwin Road in Stanislaus County, Sylvan Avenue in Modesto, and Inyo Avenue in Newman.

Wilbur J. Elias, P.E., Professional Electrical Engineer, will serve as the electrical engineer on the project for signal light design. Mr. Elias has been in private practice for

Stanislaus County
Crows Landing / Grayson Intersection

over twenty nine years providing signal and lighting design in the Central Valley. Mr. Elias has worked with GDR Engineering on projects like this one for over twenty five years.

Klienfelder, Inc. will be the soils engineer on the project. We have a long standing association with Kleinfelder, Inc. including recent projects in Patterson, Stanislaus County, Livingston, Riverbank and multiple land development projects. Mr. Steve Davis, who has been with Klienfelder since 1979, will serve as Klienfelder's project manager. Mr. Davis is a registered geologist and office manager of the Modesto office since it opened in 2000. Ron Heinzen will serve as the soils engineer. Ron is a Senior Principal and has over 28 years of experience in the Central Valley with Kleinfelder. Ron is a registered Geotechnician and Civil Engineer.

Resumes for the GDR Engineering project team professionals are included in Appendix B.

**Stanislaus County
Crows Landing / Grayson Intersection**

APPENDIX A

SUB-CONSULTANT PROPOSALS

APPENDIX A



SYCAMORE ENVIRONMENTAL CONSULTANTS, INC.

6355 Riverside Blvd., Suite C, Sacramento, CA 95831
916/ 427-0703 Fax 916/ 427-2175

SCOPE OF SERVICES

for

Traffic Signal at Crows Landing Road and Grayson Road

Stanislaus County, CA

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A. PROJECT UNDERSTANDING

Stanislaus County Department of Public Works intends to install traffic signals at the intersection of Crow Landing Road and Grayson Road. To accommodate the various traffic movements, right-of-way will be acquired to widen the intersection approaches. The project is funded solely by Regional Transportation Impact Fees.

Stanislaus County is the local lead agency responsible for reviewing the proposed project for compliance with the California Environmental Quality Act (CEQA). Based on our understanding of the project, it is likely categorically exempt from environmental review. The classes of exemptions that may apply to the project include classes 1, 3, 4, and 11. Sycamore Environmental will evaluate the improvement plans prior to the 60% plans, specifications, and estimate (PS & E) submittal and recommend a CEQA document for the project. Our recommendation would be submitted to Garcia, Davis, Ringler (GDR) and GDR would submit the recommendation with the 60% PS & E submittal.

B. ASSUMPTIONS

- GDR will provide a reasonably detailed written project description.
- GDR will provide an AutoCAD® sitemap before a site visit is conducted.
- The Project qualifies for a Class 1 (Existing Facilities), Class 3 (New Construction or Conversion of Small Structures), Class 4 (Minor Alterations to Land), or Class 11 (Accessory Structures) CEQA Categorical Exemptions or a combination thereof. Preparation of a CEQA Initial Study (IS) for a Mitigated Negative Declaration is not included in this scope. A separate scope, schedule, and budget will be submitted if it is determined by Sycamore Environmental or the Stanislaus County Department of Environmental Services that an IS is warranted.
- The road alignment is not a significant historic resource and is not a non-contributing element of a significant historic resources under CEQA. The study area does not include buildings adjacent to the road alignment which may be significant historic resources.
- The project is entirely locally funded and no National Environmental Policy Act documentation is necessary.
- Sycamore Environmental will consult with GDR to obtain data and to coordinate on questions. GDR will function as the point of contact with the County.
- One site visit will be conducted within the constraints of the schedule.
- Attendance at meetings with County staff and public hearings requested by GDR or County will be on a time-and-materials basis.
- The County will provide GDR with a current sample CEQA Notice of Exemption to be used as a format for the Notice of Exemption. GDR will provide the template to Sycamore Environmental.
- Additional copies of documents will be provided on a time-and-materials basis.

C. SERVICES

Task 1: Environmental Document Recommendation Letter and NOE

Prior to the 60% PS & E submittal, Sycamore Environmental will review and evaluate the project description and technical studies and prepare an Environmental Document Recommendation Letter. The recommendation letter can be used by the County to support a CEQA finding. A Notice of Exemption will be submitted with the Environmental Document Recommendation Letter for the County to sign and file with

the State Clearinghouse and Stanislaus County Clerk. This task is complete if the County determines that a CEQA Initial Study is needed or when the Notice of Exemption is submitted to the County for signature.

Deliverables and Schedule:

- Submit Environmental Document Recommendation Letter within four weeks after receipt of signed authorization, draft improvement plans, and project description for 60% PS & E submittal.
- Submit a draft Notice of Exemption with the Environmental Document Recommendation Letter.

Task 2. Project Coordination and Meetings

As requested by Client, Sycamore Environmental will participate in teleconferences and attend project meetings. Project telephone conferences and meetings requested by Client/Design team will be billed on a time-and-materials basis.

D. PERSONNEL ASSIGNED TO THE PROJECT

The following personnel have been assigned to this project.

Sycamore Environmental	Assignment
R. John Little, Ph.D.	Consulting – Senior Technical Lead; lead biologist, botanist, wetland delineator, restoration scientist; biological surveys and wetland delineation; agency consultation; preparation of documents. Certified Arborist.
Jeffery Little	Supervising – Project Manager; AutoCAD Manager and wetland delineator; wetland delineation; agency consultation; preparation of documents.
Adam Forbes, M.S.	Scientist II. – Botanist and Biologist; biological surveys and wetland delineation; preparation of documents; editorial review.
Chuck Hughes, M.S.	Scientist II. – Botanist and Biologist; biological surveys and wetland delineation; preparation of documents. Certified Arborist.
David Chapman	Associate II. – Biologist; biological surveys and wetland delineation assistance; preparation of documents.
Andrew Bayne	Associate II. – Environmental Planner; agency coordination; preparation of documents.
Andrew Winberry	Associate II. – Environmental Planner; agency coordination; preparation of documents.
Jared Birdsall	Associate II. – Biologist and AutoCAD operator; biological survey assistance and map preparation.
Jessica Easley	Associate II. – Biologist; biological surveys and wetland delineation assistance; preparation of documents.
Christy Owens	Associate II. – Biologist; biological surveys and wetland delineation assistance; preparation of documents.
Aramis S. Respass	Associate II – AutoCAD operator and map preparation.
Leane Scott	Associate II – Biologist; biological surveys and wetland delineation assistance; preparation of documents. Certified Arborist.
Stephanie Trafton	Associate II – AutoCAD operator and map preparation.
Cynthia Little	Senior Editor; document editing and quality control.

E. QUALIFICATIONS OF KEY PERSONNEL

R. John Little, Ph.D. Senior Technical Lead

Dr. Little has over 25 years experience conducting biological studies as an environmental consultant. He has completed 119 bridge and highway projects in the last ten years including over 58 Caltrans Natural Environment Study Reports. He conducts jurisdictional wetland delineations and surveys and conducts surveys and technical analyses for threatened and endangered plant and wildlife species. He prepares permit applications for section 404 permit applications and Fish and Game 1602 Streambed Alteration Agreements. He has prepared numerous wetland mitigation and monitoring plans and revegetation and erosion control plans.

Dr. Little has supported numerous formal section 7 consultations with U.S. Fish and Wildlife Service and the Corps of Engineers on infrastructure and other projects. He has prepared numerous wetland and wildlife mitigation plans and has prepared revegetation and erosion control plans and bid specifications for riparian and wetland revegetation projects.

He has managed and prepared numerous CEQA (EIR and Initial Study) and NEPA (EIS, EA, Biological Assessments) documents, including the biological sections of many General Plan and Regional planning efforts such as the City of Santa Rosa Long-Term Subregional Wastewater Project EIS/EIR (50,000 acres); the City of Pleasanton General Plan Update EIR (48,000 acres); the City of Merced General Plan Update EIR Update (30,500 acres); the Hanford General Plan and EIR (30,000 acres); and the River Highlands Community Plan and EIR (22,000 acres).

Dr. Little is a trained wetland delineator, a Certified Arborist (WE-1057A), holds a Fish and Wildlife Service recovery permit for vernal pool crustaceans (TE799564-2), and holds a DFG Scientific Collecting Permit (#801046-03), and DFG Rare, Threatened and Endangered Plant Voucher Collecting Permit (#05061). He has co-authored two books and has published papers in peer reviewed scientific journals. He is the past-President of the California Botanical Society (1997-2000). In addition to CA, Dr. Little has conducted biological studies and agency consultations in NV, OR, AZ, CO, NM, WA, MT, and AK. He is experienced in diverse ecological habitats such as chaparral and coastal sage scrub, native and nonnative grasslands, Sonoran and Mojave deserts, coniferous forests, Delta and coastal salt marsh and dunes, and others.

A partial list of Dr. Little's road and bridge experience includes:

- Byron Highway Shoulder Improvements, Byron Hot Springs Road to the Contra Costa County Line in Contra Costa County
- Grizzly Island Road Bridge (23C-184) at Hill Slough NES, Solano County
- County Road 95 Bridge (22C-0122) at South Fork Willow Slough NES, Yolo County
- County Road 92 Bridge (22C-0137) at Bretona Creek NES, Yolo County
- Guinda Bridge (22C-0074) at Cache Creek NES, Yolo County
- Cordelia Road Bridge (23C-037) at Suisun Creek NES, Solano County
- Gordon Valley Road Bridge (23C-165) at Ledgeewood Creek NES, Solano County
- Anderson Road Bridge (38C-012) Replacement at Orestimba Creek NES, Stanislaus County
- Anderson Road Bridge (38C-183) Replacement at CCID Ceres Main Canal NES, Stanislaus County
- Grayson Road Bridge (38C-021) Seismic Retrofit at Laird Slough NES, Stanislaus County
- Shiloh Road Bridge (38C-018) Seismic Retrofit at Tuolumne River NES, Stanislaus County
- Amador 88 at Irishtown/Clinton Intersection NES, in Amador County
- Carbondale Road Bridge (26C-31) at Willow Creek NES, Amador County
- Flannery Road Bridge (23C-027) at The Big Ditch NES, Solano County

- Pleasants Valley Road Bridge (23C-008 and 23C-010) at Pleasants Creek NES, Solano County
- CAL-49/ Girande Road Approach NES, Calaveras County
- Pleasants Valley Road Bridge (23C-095) at Ulatis Creek NES, Solano County
- I-205 Improvements Project in Alameda and San Joaquin counties
- Old Strawberry Road Bridge at South Fork of Stanislaus River in Tuolumne County

Jeffery Little. Project Manager

Mr. Little has 14 years experience as an environmental consultant in preparing CEQA/NEPA documents. He has conducted biological field surveys and wetland delineations and has prepared revegetation and erosion control plans, Biological Assessments, and mitigation plans for wetlands and wildlife in conjunction with NES reports. He has prepared NES documents, consulted on Corps 404 permit issues, and DFG Streambed Alteration Agreements. Mr. Little's project experience involves coordinating with county public works and transportation departments and project engineers to obtain data for impact analyses and mitigation suggestions. He has served as the assistant project manager for 90 bridge and highway projects including over 50 Natural Environment Study Reports.

Mr. Little is the CAD/ GIS Manager responsible for data collection, map creation, impact analyses, and report preparation. He supervises biological and cultural monitors and conducts environmental analysis for route selection. Mr. Jeff Little consults with the Corps to obtain section 404 Nationwide and Individual permits, with Fish and Wildlife Service for both formal and informal section 7 consultations, with the Department of Fish and Game to obtain 1602 Streambed Alteration Agreements, and with the Regional Water Quality Control Board to obtain section 401 Water Quality Certifications.

Mr. Little completed U.S. Army Corps of Engineers approved training for conducting jurisdictional wetland delineations and holds a California Department of Fish and Game Scientific Collecting Permit (#801046-02) and a DFG Rare, Threatened, and Endangered Plant Voucher Collecting Permit (#05060). He has conducted field surveys for special-status species including Valley elderberry longhorn beetle, giant garter snake, California red-legged frog, and Swainson's hawk. He uses a GPS to collect data for wetland delineations, wetland creation and mitigation monitoring, and for special-status species surveys.

A partial list of Mr. Little's road and bridge projects include:

- Clay Street Bridge (25C-0117) at Hangtown Creek NES, El Dorado County
- Blairs Lane Bridge (25C-0012) at Hangtown Creek NES, El Dorado County
- Green Valley Road Bridge (25C-0038) at Tennessee Creek NES, El Dorado County
- Amador 88 at Irishtown/Clinton Intersection NES, Amador County
- Byron Highway Shoulder Improvements NES, Contra Costa County
- Pleasants Valley Road Bridge (23C-008) at Pleasants Creek NES, Solano County
- Grizzly Island Road Bridge (23C-184) at Hill Slough NES, Solano County
- Flannery Road Bridge (23C-201) at The Big Ditch NES, Solano County
- Cordelia Road Bridge (23C-037) at Suisun Creek NES, Solano County
- Gordon Valley Road Bridge (23C-165) at LedgeWood Creek NES, Solano County
- Winters Bridge (23C-243) at Putah Creek NES, Solano County
- Anderson Road Bridge (38C-012) Replacement at Orestimba Creek NES, Stanislaus County
- Grayson Road Bridge (38C-027) Seismic Retrofit at Laird Slough NES, Stanislaus County
- Shiloh Road Bridge (38C-018) Seismic Retrofit at Tuolumne River NES, Stanislaus County
- County Road 92 Bridge (22C-0137) at Bretona Creek NES, Yolo County
- County Road 95 Bridge (22C-0122) at South Fork Willow Slough NES, Yolo County

- Guinda Bridge (22C-0074) at Cache Creek NES, Yolo County

Adam Forbes, M.S. Senior Botanist/Biologist

Mr. Forbes has over seven years experience conducting biological studies for the public and private sector. As a botanist/ biologist with Sycamore Environmental, Mr. Forbes conducts plant and wildlife surveys, prepares and edits reports, serves as assistant project manager, and conducts informal consultations with regulatory agency personnel. Responsibilities also include assisting with proposal preparation and marketing activities. Mr. Forbes provides technical support for wetland delineations, biological resource evaluations, mitigation plans, and other documents used in the CEQA/NEPA process.

As the Environmental Services Manager for the County of Humboldt, Department of Public Works, Natural Resources Division, Mr. Forbes was responsible for obtaining necessary environmental entitlements and for all Public Works Projects including road and bridge improvement projects, airport improvement projects, storm water management, habitat restoration, and flood control. Other responsibilities included annual budget, staffing, and administrative aspects of the Division. In his role as a Botanist/ Plant Ecologist for The Pacific Lumber Company Mr. Forbes was responsible for preparing CEQA compliant technical reports for review by California State Agencies, conducting detailed impact analysis for rare plant populations, and developing and implementing mitigation and monitoring plans for rare plant species/populations.

A partial list of Mr. Forbes' road and bridge projects include:

- Briceland Thorne Road Improvements in Humboldt County (with Humboldt Co.)
- Red Cap Road Reconstruction in Humboldt County (with Humboldt Co.)
- Centerville Road Realignment in Humboldt County (with Humboldt Co.)
- Old Arcata Road Widening in Humboldt County (with Humboldt Co.)
- AMA - 88 at Irishtown/ Clinton Road Intersection NES, Amador County
- Carbondale Road Bridge (26C-31) at Willow Creek NES, Amador County
- Bell Road 4-Lane Planting Plan. Placer County
- West El Camino Bridge Repair Project, City of Sacramento
- Watt Avenue Road Widening, Sacramento County
- Pleasant Valley Road Bridge (23C-010) Replacement NES, Solano County
- Gordon Valley Road Bridge at Ledgewood Creek Replacement Project NES, Solano County
- Cordelia Road Bridge at Suisun Creek Replacement Project NES, Solano County
- Pleasants Valley Road Rehabilitation Project NES, Solano County
- Anderson Road Bridge Replacement at Orestimba Creek NES, Stanislaus County
- Grayson Road Bridge Seismic Retrofit at Laird Slough NES, Stanislaus County
- Santa Fe Avenue Bridge Replacement at TID Ceres Main Canal NES, Stanislaus County
- Shiloh Road Bridge Seismic Retrofit at Tuolumne River NES, Stanislaus County

Chuck Hughes, M.S. Botanist/Biologist

As a botanist/biologist with Sycamore Environmental, Mr. Hughes conducts plant and wildlife surveys, prepares and edits reports, serves as assistant project manager, and conducts informal consultations with regulatory agency personnel. Mr. Hughes holds a master's degree in plant biology and provides technical support for wetland delineations, biological resource evaluations, mitigation plans, and other documents used in the CEQA/NEPA process.

Mr. Hughes worked in 1999/2000 on the Level (3) Sacramento to Redding City Pair Build Project. The project was located in parts of Colusa, Shasta, Tehama, Glenn, Yolo, and Sacramento counties. His primary

duties on the project included pre-construction surveys and construction monitoring for giant garter snake, as well as environmental training for construction personnel.

A partial list of Mr. Hughes' environmental and consulting experience includes:

- 40-ac Meadowview jurisdictional delineation in Sacramento County
- Airgas NCN Fill and Maintenance Facility Florin Creek planting plan in Sacramento County
- Alpine Road Winery botanical monitoring of restoration areas in San Mateo County
- Armstrong Garden Centers - Tamalpais Valley jurisdictional delineation and planting plan in Marin County
- Cope and McPhetres Boat Storage Facility jurisdictional delineation in Sacramento County
- Dunnigan Truck and Travel Center Planned Unit Development Master Plan planting plan in Yolo County
- Level (3) Sacramento to Redding City Pair Build construction monitoring in Shasta, Tehama, Glenn, Colusa, Yolo, and Sacramento counties
- Level (3) San Jose Local Loops construction monitoring in Santa Clara County
- Nut Tree Airport Taxiway Expansion Project jurisdictional delineation, biological resources evaluation, and mitigation plan in Solano County
- River Islands restoration plans for Paradise Cut and adjacent levees, and jurisdictional delineation in San Joaquin County
- Union Public Utilities District Water Storage Tank CRLF surveys and jurisdictional delineation in Calaveras County
- Worldwide Fiber Network Fiber Optic Conduit Installation Project in Modoc, Shasta, and Tehama counties

Andrew Bayne. Environmental Planner

Mr. Bayne has seven years experience assisting with the preparation of regulatory compliance documents and environmental permit applications. He evaluates technical studies, conducts informal consultations with regulatory agency personnel, and writes the findings in CEQA/NEPA documents. Responsibilities also include conducting preliminary records and maps research for wetland delineations and botanical and wildlife field surveys. He has assisted with the writing and editing of over 50 environmental documents including biological resource studies, wetland delineation reports, Biological Assessment reports, and NES reports.

Mr. Bayne's experience preparing CEQA/NEPA documents includes:

- Blairs Lane Bridge at Hangtown Creek Initial Study and Mitigated Negative Declaration for the City of Placerville
- County Road 95 Bridge at South Fork Willow Slough Initial Study and Mitigated Negative Declaration for Yolo County
- County Road 92 Bridge at Bretona Creek Initial Study and Mitigated Negative Declaration for Yolo County
- Safe Route to School – Stanislaus Avenue Initial Study and Mitigated Negative Declaration for the City of Angels
- Calaveras County Airport Environmental Assessment for Calaveras County
- Angels Camp Museum Environmental Assessment for the City of Angels
- Forebay Estates Initial Study and Mitigated Negative Declaration for the City of Oroville
- Westlake 10 CEQA Addendum for the City of Sacramento
- Union Public Utility District Water Storage Initial Study and Mitigated Negative Declaration and Environmental Assessment for the Union Public Utility District

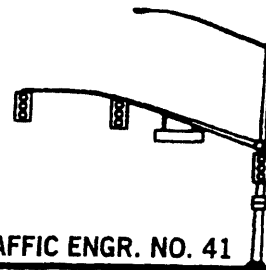
- Allendale Nursery Initial Study and Mitigated Negative Declaration for the California Department of Fish and Game
- Market West (P01-114) Initial Study and Mitigated Negative Declaration for the City of Sacramento
- Islands at Riverlake (P01-133) Initial Study, Notice of Preparation, and Environmental Impact Report for the City of Sacramento
- Meadowview Estates North Initial Study and Mitigated Negative Declaration for the City of Sacramento
- Stockton Boulevard Self Storage (P00-167) Initial Study and Mitigated Negative Declaration for the City of Sacramento
- Gateway West Office Park (P00-064) Initial Study and Mitigated Negative Declaration for Sacramento County
- Sun Meadow Retirement Community Initial Study and Mitigated Negative Declaration for Sacramento County
- Rail Road Flat Pipeline Extension CEQA Addendum for Calaveras County
- Railroad Flat Water Pipeline and Storage Tank Initial Study and Mitigated Negative Declaration and Environmental Assessment for Calaveras County
- Parkview Project Initial Study and Mitigated Negative Declaration for the City of Sacramento
- City of Angels Water Treatment Plant Initial Study and Mitigated Negative Declaration and Environmental Assessment for Calaveras County

Jared Birdsall. CAD/GIS draftsman/ Biologist.

As a CAD/GIS draftsman/ biologist with Sycamore Environmental, Mr. Birdsall prepares CAD/GIS figures depicting project locations, waters and wetland locations, project impacts, aerial view of projects, tree locations, and other functions for impact analysis. He also conducts plant and wildlife surveys, uses taxonomic keys for plant identification, researches special-status species for projects, and assists in the preparation of reports.

A partial list of Mr. Birdsall's road and bridge project experience includes:

- Blairs Lane Bridge at Hangtown Creek Replacement Project, El Dorado Co.
- Carbondale Road Bridge Monitoring, Amador Co.
- Olivera Road Crossing, Contra Costa Co.
- Suisun Valley Road Bridge (23C-077) at Suisun Creek NES, Solano Co.
- Abernathy Road Bridge (23C-183) at Ledgewood Creek NES, Solano Co.
- Pleasants Valley Road Bridge (23C-008) Revised NES, Solano Co.
- Cordelia Road Bridge at Suisun Creek NES, Solano Co.
- Mitchell Road Bridge (38C-044) at Tuolumne River Approach Slab(s) & Median Barrier Replacement NES, Stanislaus Co. 2003.
- LaGrange Road Bridge at Tuolumne River Bearing Pads Replacement NESMI, Stanislaus Co.
- County Road 95 Bridge (22C-0112) at South Fork Willow Slough NES, Yolo Co.



July 25, 2007

Proposal to Mr. Ken Irwin of GDR Engineering, Inc., for traffic engineering work to install traffic signals at the intersection of Crows Landing Road and Grayson Road in Stanislaus County, CA.

I. General Scope of Work.

- A. Perform a traffic engineering study of the intersection, to determine the most effective traffic signal system.
 - 1. This study will include a detailed review of the proposed geometrics of the intersection, including:
 - a. Number of lanes in each direction, on each street, including left-turn and right-turn lanes.
 - b. Curb-to-curb widths, shoulder widths, right-of-way widths and radii of curb returns.
 - c. Location of handicap ramps and driveways.
 - 2. The study will also include a review of traffic counts, to determine the most efficient, yet safe signal phasing.
 - 3. The determination of the signal phasing will be discussed with the County's staff for concurrence.
- B. Prepare complete contract Plans, Specifications and Estimate (PS&E) for the installation of traffic signals at the intersection. The signals will be full traffic-actuated with separate left-turn phases where needed, using the County's standard Type 170 Controller. Pedestrian signals (LED countdown type) with pushbuttons, loop detectors, a Battery Backup System (BBS) and intersection lighting will be provided. Plans will include a detailed layout of the intersection showing the location of all signal standards, signal heads, street lighting luminaires, pedestrian signals, pushbuttons, loop detectors, controller, service enclosure, underground conduit, wiring, concrete foundations and pull boxes.
- C. Contract Specifications will also be prepared (technical portion only), using the County's and Caltrans' Standard Special Provisions format, specifying material requirements, construction methods and quality of workmanship.
- D. An Estimate of Cost of the traffic signal construction work will be prepared.
- E. **A Signal Timing Card will be prepared**, indicating how the timing of each function of the signal controller should be programmed.

7624 Woodside Drive, Stockton, CA 95207-1559

Phone (209) 478-2300 • Fax (209) 478-2424

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All of the above work will be in accordance with accepted standard practices of the Traffic Engineering profession, as recommended by the following publications:

- "Traffic Engineering Handbook" – Institute of Transportation Engineers (ITE).
- "California Manual on Uniform Traffic Control Devices" (CMUTCD)– FHWA.
- "Standard Specifications" – Caltrans.
- "Standard Plans" – Caltrans.
- "Standard Special Provisions" – Caltrans.
- "Standard Plans and Specifications" – Stanislaus County.

II. Work by Others.

It is expected that GDR will furnish an electronic file of the layout of the re-designed intersection, in the latest version of AutoCAD, including underground utilities, as has been done in the past. We will then prepare the traffic signal design using that file, so that we will be in coordination with the rest of the intersection design.

III. Order of Work.

- A. The first order of work will be to determine the location of all underground and overhead utilities. Then, we will determine the best location for the controller, and contact PG&E, to determine the nearest service location.
- B. Concurrently, the following data will be gathered from GDR's files and from the County's files:
 1. Present-day and projected traffic counts at or near the intersection.
 2. Street geometrics.
 3. Traffic speeds.
- C. All data will be analyzed to determine the safest and most efficient signal phasing.
- D. Location of signal poles and signal heads will be combined with the utility plan, to assure that there will be no interference between the pole locations and underground or overhead utilities. The pole and signal locations will then be checked in the field to assure maximum visibility; the County's staff will be asked for their concurrence at this time.
- E. The plans will then be completed, as well as the Specifications. The Specifications will be written using Caltrans' Standard Special Provisions format. The first submittal of the Plans and Specs. will then be made for the Prime Consultant's review and for the County's review.
- F. After the review by GDR and the County, the Plans and Specs. will be revised according to the comments.
- G. The revised Plans and Specs. will be resubmitted for re-review.

- H. The process of submittal, review and comments, revision, and re-submittal will be continued until the Plans and Specs. are finally accepted and approved by all parties concerned.
- I. An Estimate of Cost of construction will then be prepared and submitted to GDR.

IV. Cooperation with Others.

During the entire length of the project, close consultation will be maintained with GDR's staff and with the County's staff, so that full agreement and harmony will prevail to produce the desired results with a minimum of changes and revisions, and with a minimum of time and expense.

Contacts will be made with PG&E Co. for electrical service and for clearance verification between the 30-ft. high signal poles and any overhead lines.

After award of contract, we will be available to review and approve material submittals prior to delivery onsite.

All of the above is included in the Engineering Fee as listed below, and no additional fee will be requested.

During construction, we will be available on an On-call basis to the Resident Engineer to answer questions, or for field-review and/or to inspect the Contractor's work. On-call field time will be billed extra at a rate of \$135.00 per hour, total cost. There will be no extra charge for telephone time.

V. Summary.

It is our intention to:

- Thoroughly analyze physical conditions and traffic conditions at the intersection.
- Design a traffic signal system that will give maximum safety, and be responsive to traffic needs.
- Prepare the Plans by CAD using the latest version of the AutoCAD program. The computer drawing of the final Plans for the intersection will be e-mailed to you (or a set of prints given to you), as well as an original drawing on vellum or mylar, which will be stamped and signed.
- Prepare the Specifications by Word Processing on computer; the computer Specifications (technical portion only) will be e-mailed you, and an original set of printed (typed) Specifications will also be furnished.
- Prepare Estimate of cost for all work to be done by contract.
- Prepare a Signal Timing Card, to program the signal controller timing functions.

- Review and approve Contractor's materials submittals.
- Be on-call to the Resident Engineer, to answer field questions that may arise.

VI. Insurance.

Traffic Engineering Services carries **\$1,000,000 of General Liability Insurance and \$1,000,000 of Professional Liability Insurance**; this insurance is with a primary carrier. Copies of these documents are on file with Stanislaus County and with GDR, Inc., naming both as "Also Insured".

VII. Time Schedule and Engineering Cost for PS&E.

Two complete revisions (1st and 2nd draft) of the Plans and Specs., submitted to GDR, can be completed in **20 working days** from the Notice to Proceed and receipt of the intersection layout electronic files.

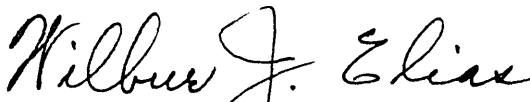
VII. Principals and Employees.

The Principal Traffic Engineer for this project is Wilbur J. Elias, P.E. Mr. Elias has 57 years of professional traffic engineering experience designing traffic signal systems. Twenty-eight years were as an Associate Highway Electrical Engineer with Caltrans, and twenty-nine years as a private Consultant, d.b.a. Traffic Engineering Services, in Stockton, CA.

Mr. Elias has three professional engineering licenses in the State of California – Electrical Engineering (E 6215), Civil Engineering (C 27470), and Traffic Engineering (T 41). Mr. Elias is a Life Fellow Member of the Institute of Traffic Engineers, having been a Member since 1957.

Thank you, Ken, for the opportunity to submit this Proposal.

Respectfully submitted,



Wilbur J. Elias, P.E.

File No. 02002PROP467
August 23, 2007

Mr. Ken Irwin
GDR Engineering
3525 Mitchell Road, Suite G
Ceres, CA 95307

Subject: **GEOTECHNICAL SERVICES PROPOSAL
PROPOSED IMPROVEMENTS
CROWS LANDING AND GRAYSON ROADS
STANISLAUS COUNTY, CALIFORNIA**

Dear Mr. Irwin:

As requested, this letter provides an outline of our proposed scope of services and estimated fees for the subject project. We understand that the project will include widening the intersection approaches and installing traffic signals at Crows Landing and Grayson Roads in Stanislaus County, California. It is possible that storm drainage systems may be required along one or more of the approaches. Additional details of the project are not known to our firm at this time.

As discussed, our potential scope of services may include collecting five or six bulk soil samples from adjacent to the four approaches at the intersection for Resistance-value (R-value) testing, and possibly performing borings and percolation testing at one or two locations. Tables 1A and 1B, included with this letter, present outlines of our proposed scope of services and include assumptions and conditions which correspond with the services proposed. Tables 2A and 2B present our estimated fees for the scope of services outlined.

Kleinfelder will determine the proposed sample locations with GDR Engineering. If percolation testing is desired, GDR Engineering will provide the locations of proposed storm drainage systems. We anticipate the testing can be completed within approximately three to four weeks following formal contracting. We can provide verbal recommendations and the field or laboratory test results as soon as they become available.

Kleinfelder is pleased to present this proposal to GDR Engineering. This proposal was developed as requested by you and is a preliminary understanding of your desires. Kleinfelder is striving to provide a high level of service to its clients, commensurate with their wants and needs. If a portion of this proposal does not meet the needs of GDR Engineering or if those needs have

changed, Kleinfelder stands ready to consider appropriate modifications, subject to the standard of care to which we adhere as professionals. Modifications such as changes in scope, methodology, scheduling, and contract terms and conditions may result in changes to the risk assumed by GDR Engineering, as well as adjustment to our fees.

We thank you for the opportunity of presenting this proposal for consideration. If you have any questions or require additional information, please contact me.

Respectfully,

KLEINFELDER WEST, INC.

Steven R. Davis, C.E.G., No. 1471
Senior Associate

SRD:mlc

Attachments:

TABLE 1A

SCOPE OF SERVICES PROPOSED IMPROVEMENTS CROWS LANDING AND GRAYSON ROADS STANISLAUS COUNTY, CALIFORNIA

RESISTANCE-VALUE TESTING

Pre-Field Services

- Five or six sample locations will be determined adjacent to the four approaches and at the intersection in conjunction with GDR Engineering.

Field Services

- Five or six bulk samples of the near-surface soils adjacent to the existing roads will be obtained for Resistance-value testing. This proposal assumes the samples can be obtained from open soil areas adjacent to the areas to be improved.

Laboratory Testing

- One Resistance-value test will be performed on each bulk sample obtained.

Consultation and Report

- Once the field and laboratory testing is completed, a report will be prepared including the following:
 - Site plan showing the approximate locations of the samples obtained
 - Results of Resistance-value testing
 - Calculated minimum pavement sections based on the CalTrans method of design for flexible pavements, the Resistance-value test results, and traffic indices provide by GDR Engineering.

TABLE 1B

SCOPE OF SERVICES PROPOSED IMPROVEMENTS CROWS LANDING AND GRAYSON ROADS STANISLAUS COUNTY, CALIFORNIA

PERCOLATION TESTING SERVICES

Pre-Field Services

- One or two drill/percolation test locations will be determined within the proposed improvement areas by GDR Engineering.
- Once the drill/percolation test locations are determined, the locations will be marked and Underground Services Alert will be notified by Kleinfelder for utilities locating and marking.
- We have assumed the drilling and testing can be performed outside the traveled right-of-ways adjacent to the road. We require that the client or Stanislaus County obtain permission from the landowners to allow our testing, if required. Any fees required for permitting or special requirements will be in addition to the fees estimated in Table 2B.
- If the testing will be required in Stanislaus County right-of-ways, a county encroachment permit will be obtained by Kleinfelder. We have assumed that the fees will be waived by the county.
- If the testing must be performed in the traveled right-of-way, a traffic control subcontractor will be hired to provide traffic control per county and CalTrans requirements.

Field Explorations

- Once underground utilities are cleared, Kleinfelder will drill one soil boring at each location to groundwater or a maximum depth of approximately 30 feet below existing ground surface.
- Depending on the depth to groundwater and soil conditions, two or three percolation tests will be performed adjacent to each boring location. The tests will be performed following accepted Stanislaus County guidelines.
- The borings and test holes will be backfilled with cuttings obtained from the borings unless special requirements apply. Special requirements could include grouting the borings and test holes to the surface which would result in additional costs. If the borings and test holes are drilled in the traveled right-of-way, the top approximate 4 to 6 inches will be compacted with cold patch asphalt, and the pavement area around the borings and test holes will be cleaned as best as possible using shovels and brooms.

Table 1B - Continued

Consultation and Report

- Once the field explorations are completed, a report will be prepared under the guidance of a Geotechnical Engineer and will include the following.
 - Site plan showing the approximately location of the field explorations
 - Logs of borings
 - Results of percolation tests
 - Conclusions and recommendations for use in storm drainage system design by GDR Engineering.

APPENDIX B

RESUMES

APPENDIX B

GARY S. DAVIS

GDR ENGINEERING, INC.

PRINCIPAL

Education & Professional

San Joaquin Delta Jr. College, California Baptist College, and Sacramento State University
Registered Civil Engineer - California No. 26938

Summary of Qualifications

Mr. Davis has over 38 years in Civil Engineering experience in the Central Valley. This includes long range planning of state highway facilities with CalTrans District 10, serving as regional engineer for the U.S. Soil Conservation Service in Kern, Inyo, and Mono Counties. And over 28 years experience with consulting engineering firms in Merced and Stanislaus Counties (22 years at GDR Engineering). He has served as consulting City Engineer for the Cities of Gustine (1978 to 1984) and Dos Palos (1978 to 1980) and the City of Livingston (since 1985 to 2002).

Mr. Davis has been project engineer, project manager or principal in charge for several recent street projects. Mr. Davis is currently principal in charge of the Sperry Avenue Project in Patterson. Recent projects where Mr. Davis has served as the project manager include Cleveland Avenue in Madera and Baldwin Road in Patterson. He was the design engineer for the Stanislaus County Albers Road project from Claribel to Warnerville Road. He was the project manager and engineer for two recent sidewalk infill projects for the City of Riverbank, the combined length of over 1.5 miles. These two projects involved specific site engineering for best fit, relocation and modification to the existing facilities.

GDR Engineering, Inc. has served as City Engineer for Lathrop, Riverbank, Hughson and Livingston. Our firm has completed storm drain master plans for all these Cities and Mr. Davis's role on each was project manager and/or project engineer. We also completed a storm drain study for the City of Ceres. Using the project control processes, based on TQM, Mr. Davis has been quite successful in meeting project timing, project budgets, and achieving client satisfaction.

Mr. Davis brings to the team over 38 years of experience in planning, designing, and observing street projects and preparing storm drain master plans. This experience has prepared him to be an effective member for project planning, design and project management.

KENNETH R. IRWIN
GDR ENGINEERING, INC.
SENIOR DESIGN ENGINEER

Educational and Professional

Fremont Ohlone College

Modesto Junior College, Associate of Science Degree in Engineering

Professional Engineer - California Registration No. 68237

Summary of Qualifications

Mr. Irwin has over 18 years experience in Civil Engineering in the Central Valley, while employed with GDR Engineering. He has extensive experience in roadway design, storm drain system design and analysis and construction administration. Mr. Irwin has been instrumental in setting up the in house procedures for designing roadway and street projects using Autocad and Land Development Desktop Civil Software.

Mr. Irwin has been involved with the design and planning of public infrastructure, including water systems, sewer systems, storm drainage studies and facilities, street design, residential housing site design and institutional site design for both public agencies and private clients. Previous projects Mr. Irwin has been involved with include: street projects in Stanislaus County (Carpenter Road, Broadway Ave., Baldwin Road, and Albers Road. Patterson (Sperry Road from Baldwin to Rogers Road and 3 miles of roadways for Villages of Patterson), two street projects in the City of Lathrop (Louise Avenue and Harlan Road), four street projects in the City of Riverbank (Patterson Road, Sierra Avenue, California Avenue, and Estelle Avenue), and Mitchell Road in the City of Ceres. Mr. Irwin has conducted successful storm drain studies for two large developments one in the City of Ceres consisting of a 250 acre development and in the City of Patterson consisting of a 640 acre development. Using in house procedures and Total Quality Management, these projects have been completed successfully and in a timely manner.

With over 18 years experience on these types of projects, Mr. Irwin has compiled procedures using the most advanced computer technology for designing roadways. These procedures have brought efficiency into the project, which allows project tasks to be on schedule by performing a given task once.

SEAN HARP
GDR ENGINEERING, INC.
SURVEY MANAGER

Education & Professional

Modesto Junior College - AA Degree
Professional Land Surveyor - California License No. 7823

Summary of Qualifications:

Mr. Harp is a Licensed Land Surveyor in the State of California and has been with GDR Engineering, Inc. since 1989. He has more than fifteen years of surveying and drafting experience including boundary control, topographic and construction surveys.

Mr. Harp is responsible for the management of the Surveying and Mapping Departments of GDR Engineering, Inc. The Survey Department consists of two full-time and one part-time survey field crew. The survey field crews perform surveying tasks using Global Positioning System (G.P.S.) equipment utilizing RTK and Static procedures and Total Station survey instruments. He is responsible for the calculation of property boundaries and writing legal descriptions. Mr. Harp's responsibilities include project planning, boundary and survey records research, scheduling and coordinating construction staking surveys and technical review of mapping and survey principles.

Previous projects under Mr. Harp's responsible charge include topographic and boundary survey for +/- 225 acre Keystone Pacific Business Park in Patterson, CA. He provided coordination and supervision for Construction Staking of Albers Road and Sperry Avenue in Stanislaus County. He provided mapping and legal descriptions for Right-of-Way acquisition of Albers Road, Sperry Avenue and Baldwin Road in Stanislaus County, Sylvan Avenue in Modesto, Inyo Avenue in Newman and Cleveland Avenue in Madera. Services for these projects included establishing precise roadway alignment, calculating survey control and legal descriptions and maps for right-of-way acquisition.

Mr. Harp has developed standard procedures for survey project development and processing, including checklists, flow charts and training and procedures manuals. Mr. Harp utilizes Autocad and Land Development Desktop software programs to establish survey calculations for boundary control, construction staking and reducing topographic survey data.

APPENDIX C
PROJECT EXPERIENCE

APPENDIX C

GDR ENGINEERING, INC.
STREET AND ROAD PROJECTS

CITY OF PATTERSON - SPERRY AVENUE FROM BALDWIN ROAD TO ROGERS ROAD,

Prepared Plans, Specifications and Estimate (P. S. and E.) for reconstruction of Sperry Avenue. The project included a specific plan line and widening over 4500 feet of roadway plus bridge replacement over the Delta Mendota Canal to accommodate growth in the City of Patterson. The services also included bridge design and utility studies performed by sub-consultants. Right-of-way engineering with legal descriptions and maps were provided as part of the project scope. Approximate Construction Cost – \$6,000,000

CITY OF PATTERSON BALDWIN ROAD FROM SPERRY AVENUE TO 5800 FEET NORTH OF SPERRY

Prepared Plans, Specifications and Estimate (P. S. and E.) for reconstruction of Baldwin Road. Baldwin Road was widened to accommodate new commercial and residential development on the west side of Patterson. Project included signals at the intersection of Baldwin Road and Sperry Avenue. Services provided also included right-of-way engineering with legal descriptions and maps. Approximate Construction Cost – \$3,000,000

VILLAGES OF PATTERSON – 640 ACRE RESIDENTIAL ARTERIAL STREETS AND INFRASTRUCTURE

Prepared Plans, Specifications and Estimates (P. S. and E.) for reconstruction and widening of approximately 5.5 miles of roadway. This included 2.5 miles of new arterial roadways and approximately 3 miles of roadway reconstruction and widening. The project included an intricate storm drain system which included 3 separate conveyance systems throughout the 640 acre tributary area. This system was unique due to being in a 100 year flood zone. The storm drain conveyance system was separated to keep flooding from occurring in the residential neighborhoods. Sewer and water mainline facilities with stub outs for future growth were also included in the project. Services provided also included right-of-way engineering with legal descriptions and maps. Estimated Construction Cost - \$36,500,000

CITY OF PATTERSON – HARTLEY AVENUE AND WALNUT AVENUE

Prepared Plans, Specifications and Estimates (P. S. and E.) for reconstruction and widening of approximately 700 feet of Walnut Avenue and P. S. and E for construction of 2500 feet of new roadway (Hartley Road).. The design included matching existing improvements, including fences, driveways, sidewalk, and other existing facilities. This project was installed in conjunction with an adjacent school which required the new improvements. We coordinated our efforts with the school district to comply with all state and federal regulations. Services provided also included right-of-way engineering with legal descriptions and maps, and construction staking. Estimated Construction Cost - \$1,500,000

STANISLAUS COUNTY – SCHOOL SIDEWALK PROJECTS – LESTER ROAD, MAUD AVENUE, AND GLENN AVENUE.

Prepared Plans, Specifications and Estimate (P. S. and E.) for 5700 feet of roadway improvements to accommodate school children with safe walkways to and from school. The project included street widening, curb, gutter, sidewalk, and storm drain facilities in an older residential area on various streets in Stanislaus County. These streets were in a heavily populated residential area. The design included matching existing improvements, including fences, driveways, sidewalk, and other existing facilities. Positive storm drain facilities were not available in these locations and percolation facilities were designed and constructed to handle the storm drain runoff. Services provided also included right-of-way engineering with legal descriptions and sketches. This project included some of the same streets in Empire shown on the Request for Proposal. Some work had begun, but the Empire portion of the project was abandoned do to funding constraints. Approximate Construction Cost – \$1,500,000

STANISLAUS COUNTY - ALBERS ROAD FROM CLARIBEL TO WARNERVILLE ROAD 2.75 MILES NORTH OF CLARIBEL

Completed Plans, Specifications and Estimate (P. S. and E.) to widen 2.75 miles of roadway on Albers Road. Services also included traffic engineering and environmental and soils studies using sub-Consultants. Both Claribel and Patterson Road were widened to accommodate signals. Other services provided included right-of-way engineering with legal descriptions and maps. Approximate Construction Cost – \$2,000,000

STANISLAUS COUNTY – CARPENTER ROAD REALIGNMENT

Prepared Plans, Specifications and Estimate (P. S. and E.) to realign approximately 1000 feet of roadway on Carpenter Road. Services also included soils studies using a sub-Consultant. The project provided for to reversing curves to remedy two unsafe curves. Caltrans design parameters were used for roadway super-elevation. Other services provided included right-of-way engineering with legal descriptions and maps. Approximate Construction Cost – \$400,000

CITY OF MADERA – CLEVELAND AVENUE, FROM SHARON ROAD TO RAYMOND ROAD

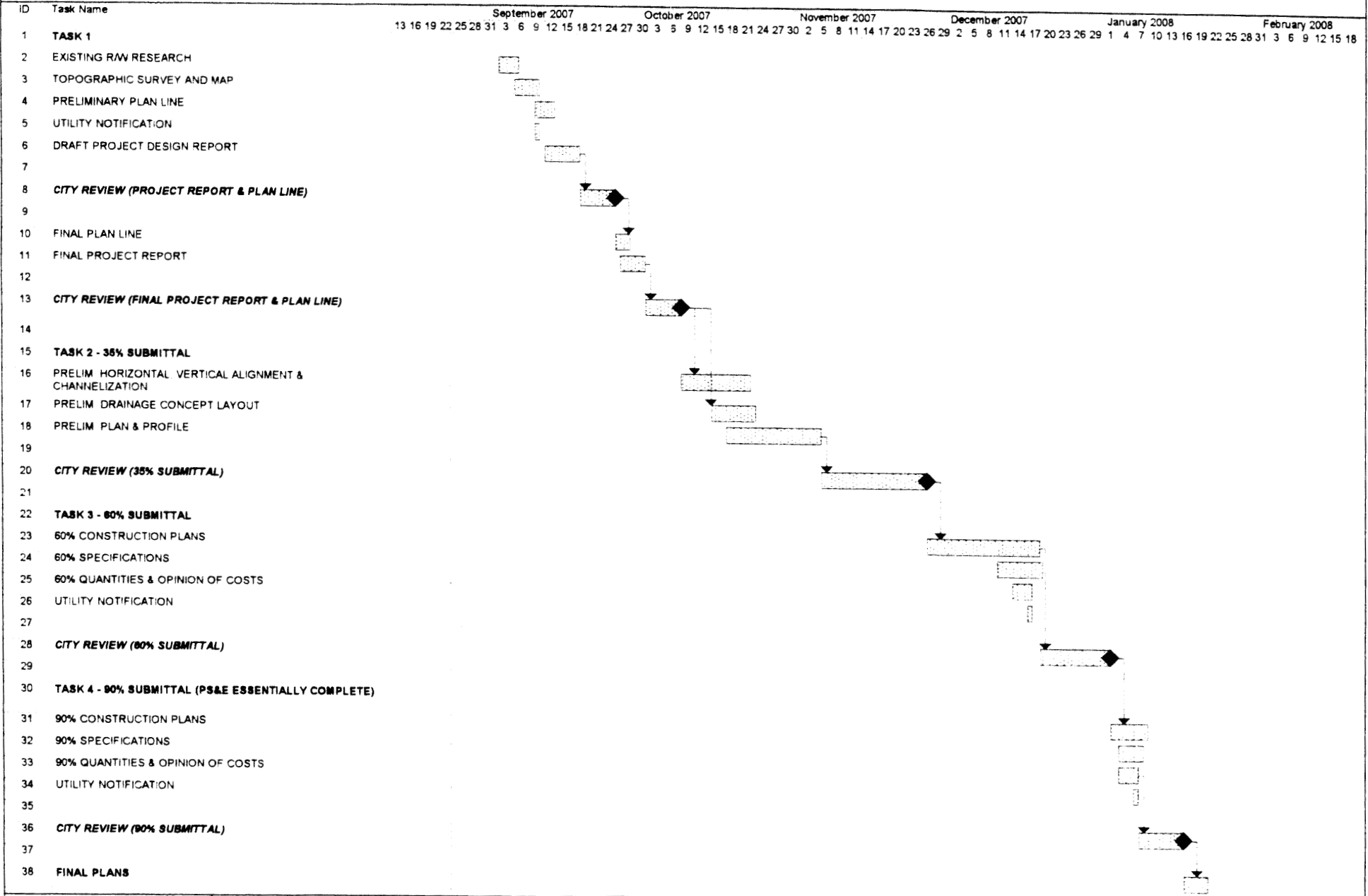
Prepared Plans, Specifications and Estimate (P. S. and E.) for widening and reconstruction of Cleveland Avenue. The project was completed to widen approximately 8,300 feet of roadway to accommodate growth in the City of Madera. The services also included traffic signals and utility studies completed by sub-consultants. A City meeting was held with adjacent property owners to provide information regarding the project and how it affected their property. They were able to provide their input and we tried to clarify any questions they had about the project. Right-of-way engineering with legal descriptions and maps were also included as part of the project scope. Approximate Construction Cost – \$3,000,000

APPENDIX D

EXHIBITS

APPENDIX D

**STANISLAUS COUNTY
TRAFFIC SIGNAL PROJECT
CROWS LANDING ROAD / GRAYSON ROAD**



Project: 5007512 CROWS SCHED
Date: Fri 8/24/07

Task Milestone

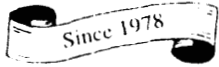
EXHIBIT C

CONSULTANTS FEE SCHEDULE



GDR ENGINEERING, Inc.

ENGINEERING
SURVEYING
PLANNING



MAX M. GARCIA, PLS
GARY S. DAVIS, RCE
RICHARD L. RINGLER, RCE
LAWRENCE L. LEW, JR., RCE

GDR ENGINEERING, INC.
COST PROPOSAL
FOR
TRAFFIC SIGNAL PROJECT
CROWS LANDING ROAD / GRAYSON ROAD

GDR Engineering, Inc.

Task 1 – Design Report, Surveys, Right-of-way Engineering	\$18,000.00
Task 2 – 35% Submittal	\$11,000.00
Task 3 – 60% Submittal	\$13,000.00
Task 4 – 90% Submittal	\$5,500.00
Task 5 - 100% Submittal	<u>\$2,500.00</u>
GDR Total	\$50,000.00

See attached charge rate schedule

Sycamore Environmental Consultants, Inc. **\$3,000.00**

See attached charge rate schedule

Kleinfelder, Inc. **\$7,200.00 to \$13,600.00**

See attached charge rate schedule (price depends on final scope)

Traffic Engineering Services **\$10,560.00**

See attached proposal

These are estimated fees and will be negotiated when scope of services is finalized.

TABLE 2A
ESTIMATED FEES
PROPOSED IMPROVEMENTS
CROWS LANDING AND GRAYSON ROADS
STANISLAUS COUNTY, CALIFORNIA

RESISTANCE-VALUE TESTING

<u>Service</u>	<u>Estimated Fee</u>
Pre-Field Services Project set-up, sample Locating	\$400. - \$600.
Field Services Sampling and Delivery	\$500. - \$700.
Laboratory Testing Perform 5 or 6 Resistance-value tests	\$1,300. - \$1,600.
Professional Services Project coordination, consultation, and reporting	\$800. - \$1,200.
TOTAL OF ABOVE	\$3,000. - \$4,100.

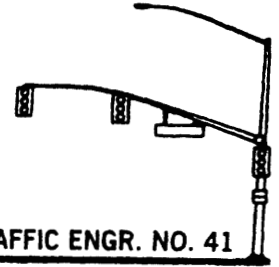
TABLE 2B

**ESTIMATED FEES
PROPOSED IMPROVEMENTS
CROWS LANDING AND GRAYSON ROADS
STANISLAUS COUNTY, CALIFORNIA**

PERCOLATION TESTING SERVICES

One or Two Locations

<u>Service</u>	<u>Estimated Fee</u>	
	<u>One Location</u>	<u>Two Locations</u>
Pre-Field Services Boring/percolation test and utility locating, permitting	\$700. - \$1,000.	\$800. - \$1,100.
Field Services Drilling and percolation testing	\$2,000. - \$2,500.	\$3,300. - \$4,000.
Traffic Control Subcontractor	\$0 - \$2,000.	\$0 - \$2,000.
Professional Services Project coordination, consultation, and reporting	\$1,500. - \$2,000.	\$1,800. - \$2,400.
TOTAL OF ABOVE	\$4,200. - \$7,500.	\$5,900. - \$9,500.



July 25, 2007

Proposal to Mr. Ken Irwin of GDR Engineering, Inc., for traffic engineering work to install traffic signals at the intersection of Crows Landing Road and Grayson Road in Stanislaus County, CA.

I. General Scope of Work.

- A. Perform a traffic engineering study of the intersection, to determine the most effective traffic signal system.
 - 1. This study will include a detailed review of the proposed geometrics of the intersection, including:
 - a. Number of lanes in each direction, on each street, including left-turn and right-turn lanes.
 - b. Curb-to-curb widths, shoulder widths, right-of-way widths and radii of curb returns.
 - c. Location of handicap ramps and driveways.
 - 2. The study will also include a review of traffic counts, to determine the most efficient, yet safe signal phasing.
 - 3. The determination of the signal phasing will be discussed with the County's staff for concurrence.
- B. Prepare complete contract Plans, Specifications and Estimate (PS&E) for the installation of traffic signals at the intersection. The signals will be full traffic-actuated with separate left-turn phases where needed, using the County's standard Type 170 Controller. Pedestrian signals (LED countdown type) with pushbuttons, loop detectors, a Battery Backup System (BBS) and intersection lighting will be provided. Plans will include a detailed layout of the intersection showing the location of all signal standards, signal heads, street lighting luminaires, pedestrian signals, pushbuttons, loop detectors, controller, service enclosure, underground conduit, wiring, concrete foundations and pull boxes.
- C. Contract Specifications will also be prepared (technical portion only), using the County's and Caltrans' Standard Special Provisions format, specifying material requirements, construction methods and quality of workmanship.
- D. An Estimate of Cost of the traffic signal construction work will be prepared.
- E. **A Signal Timing Card will be prepared**, indicating how the timing of each function of the signal controller should be programmed.

7624 Woodside Drive, Stockton, CA 95207-1559
Phone (209) 478-2300 • Fax (209) 478-2424
Cell Phone (209) 401-5792 • E-Mail STKWJEE@AOL.COM

All of the above work will be in accordance with accepted standard practices of the Traffic Engineering profession, as recommended by the following publications:

- "Traffic Engineering Handbook" – Institute of Transportation Engineers (ITE).
- "California Manual on Uniform Traffic Control Devices" (CMUTCD)– FHWA.
- "Standard Specifications" – Caltrans.
- "Standard Plans" – Caltrans.
- "Standard Special Provisions" – Caltrans.
- "Standard Plans and Specifications" – Stanislaus County.

II. Work by Others.

It is expected that GDR will furnish an electronic file of the layout of the re-designed intersection, in the latest version of AutoCAD, including underground utilities, as has been done in the past. We will then prepare the traffic signal design using that file, so that we will be in coordination with the rest of the intersection design.

III. Order of Work.

- A. The first order of work will be to determine the location of all underground and overhead utilities. Then, we will determine the best location for the controller, and contact PG&E, to determine the nearest service location.
- B. Concurrently, the following data will be gathered from GDR's files and from the County's files:
 1. Present-day and projected traffic counts at or near the intersection.
 2. Street geometrics.
 3. Traffic speeds.
- C. All data will be analyzed to determine the safest and most efficient signal phasing.
- D. Location of signal poles and signal heads will be combined with the utility plan, to assure that there will be no interference between the pole locations and underground or overhead utilities. The pole and signal locations will then be checked in the field to assure maximum visibility; the County's staff will be asked for their concurrence at this time.
- E. The plans will then be completed, as well as the Specifications. The Specifications will be written using Caltrans' Standard Special Provisions format. The first submittal of the Plans and Specs. will then be made for the Prime Consultant's review and for the County's review.
- F. After the review by GDR and the County, the Plans and Specs. will be revised according to the comments.
- G. The revised Plans and Specs. will be resubmitted for re-review.

- H. The process of submittal, review and comments, revision, and re-submittal will be continued until the Plans and Specs. are finally accepted and approved by all parties concerned.
- I. An Estimate of Cost of construction will then be prepared and submitted to GDR.

IV. Cooperation with Others.

During the entire length of the project, close consultation will be maintained with GDR's staff and with the County's staff, so that full agreement and harmony will prevail to produce the desired results with a minimum of changes and revisions, and with a minimum of time and expense.

Contacts will be made with PG&E Co. for electrical service and for clearance verification between the 30-ft. high signal poles and any overhead lines.

After award of contract, we will be available to review and approve material submittals prior to delivery onsite.

All of the above is included in the Engineering Fee as listed below, and no additional fee will be requested.

During construction, we will be available on an On-call basis to the Resident Engineer to answer questions, or for field-review and/or to inspect the Contractor's work. On-call field time will be billed extra at a rate of \$135.00 per hour, total cost. There will be no extra charge for telephone time.

V. Summary.

It is our intention to:

- Thoroughly analyze physical conditions and traffic conditions at the intersection.
- Design a traffic signal system that will give maximum safety, and be responsive to traffic needs.
- Prepare the Plans by CAD using the latest version of the AutoCAD program. The computer drawing of the final Plans for the intersection will be e-mailed to you (or a set of prints given to you), as well as an original drawing on vellum or mylar, which will be stamped and signed.
- Prepare the Specifications by Word Processing on computer; the computer Specifications (technical portion only) will be e-mailed you, and an original set of printed (typed) Specifications will also be furnished.
- Prepare Estimate of cost for all work to be done by contract.
- Prepare a Signal Timing Card, to program the signal controller timing functions.

- Review and approve Contractor's materials submittals.
- Be on-call to the Resident Engineer, to answer field questions that may arise.

VI. Insurance.

Traffic Engineering Services carries **\$1,000,000 of General Liability Insurance and \$1,000,000 of Professional Liability Insurance**; this insurance is with a primary carrier. Copies of these documents are on file with Stanislaus County and with GDR, Inc., naming both as "Also Insured".

VII. Time Schedule and Engineering Cost for PS&E.

Two complete revisions (1st and 2nd draft) of the Plans and Specs., submitted to GDR, can be completed in **20 working days** from the Notice to Proceed and receipt of the intersection layout electronic files.

The Engineering Fee is as follows:

Principal Engineer, 48 hours @ \$135/hr =.....	\$6,400
Senior Engineer, 48 hours @ \$85/hr =.....	4,080
Total Cost Not to Exceed	\$10,560

Any extra work for the PS&E, that is not included above, will be charged at a rate of \$135.00 per hour.

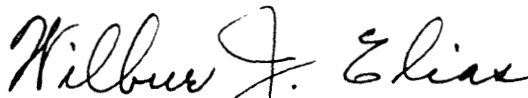
VII. Principals and Employees.

The Principal Traffic Engineer for this project is Wilbur J. Elias, P.E. Mr. Elias has 57 years of professional traffic engineering experience designing traffic signal systems. Twenty-eight years were as an Associate Highway Electrical Engineer with Caltrans, and twenty-nine years as a private Consultant, d.b.a. Traffic Engineering Services, in Stockton, CA.

Mr. Elias has three professional engineering licenses in the State of California – Electrical Engineering (E 6215), Civil Engineering (C 27470), and Traffic Engineering (T 41). Mr. Elias is a Life Fellow Member of the Institute of Traffic Engineers, having been a Member since 1957.

Thank you, Ken, for the opportunity to submit this Proposal.

Respectfully submitted,



Wilbur J. Elias, P.E.

GDR ENGINEERING, INC.
PUBLIC WORKS FEE SCHEDULE

CURRENT CHARGE RATES

DESCRIPTION	CHARGE RATE
SR PRINCIPAL	\$ 125.00
JR PRINCIPAL	\$ 115.00
SR ENGINEER MANAGER	\$ 110.00
SR ENGINEER	\$ 100.00
ENGINEER	\$ 90.00
SR ENGINEER TECH II	\$ 85.00
SR ENGINEER TECH I	\$ 80.00
ASSISTANT ENGINEER/DESIGNER	\$ 80.00
OFFICE SURVEYOR	\$ 90.00
JR ENGINEER	\$ 70.00
ENGINEERING TECHNICIAN III	\$ 75.00
ENGINEERING TECHNICIAN II	\$ 65.00
ENGINEERING TECHNICIAN I	\$ 55.00
SR PLANNING MANAGER	\$ 90.00
SR PLANNER	\$ 80.00
PLANNER	\$ 70.00
ASSISTANT PLANNER	\$ 65.00
JR PLANNER	\$ 55.00
SR SURVEY MANAGER I	\$ 80.00
PARTY CHIEF II	\$ 95.00
PARTY CHIEF I	\$ 95.00
INSTRUMENTMAN	\$ 95.00
RODMAN	\$ 95.00
ADMINISTRATIVE ASSISTANT	\$ 40.00

*****The Survey Crew rate consists of any two or three of these positions***

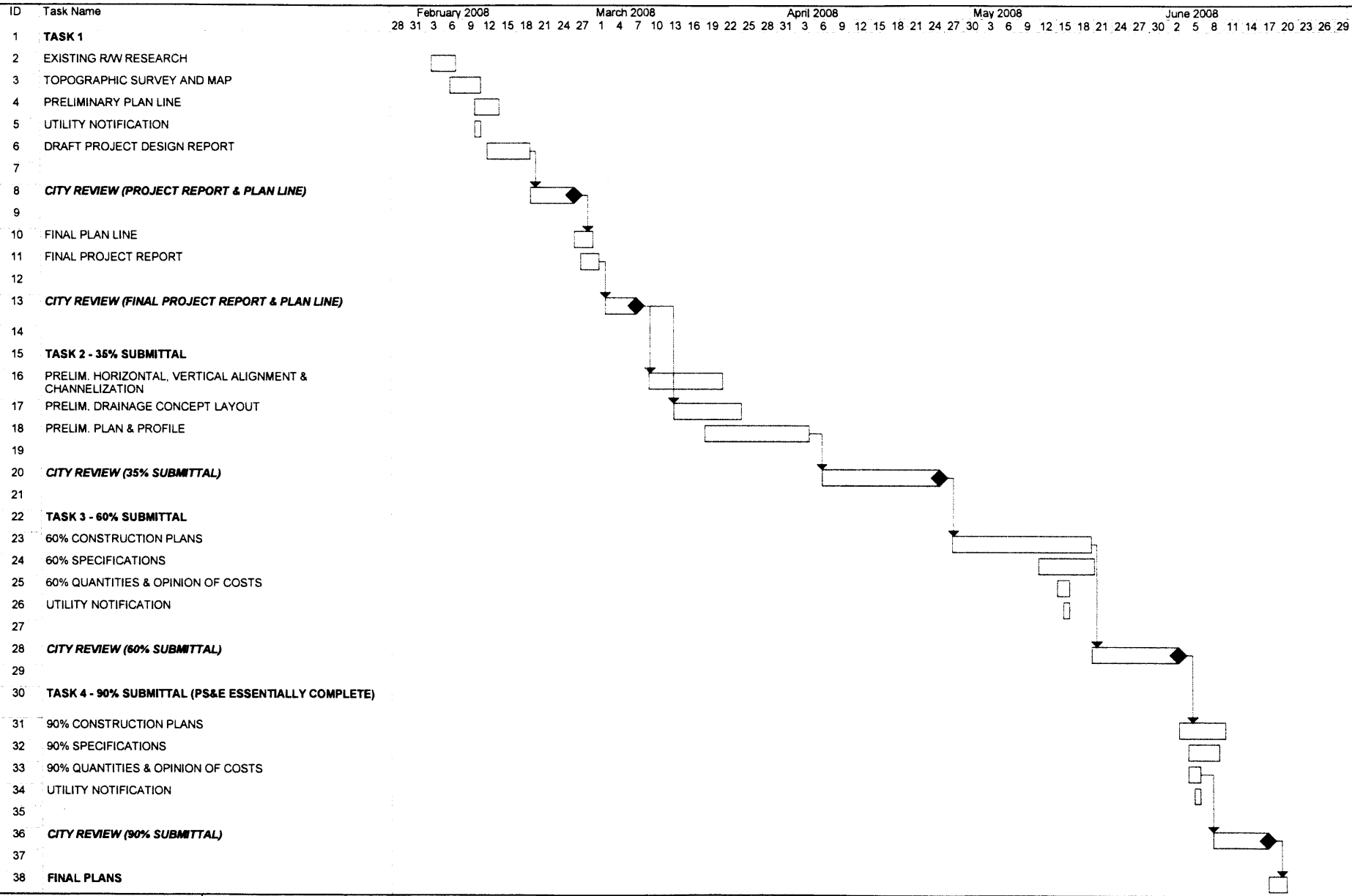
SYCAMORE ENVIRONMENTAL CONSULTANTS, INC. - PROJECT BUDGET
Stanislaus County Traffic Signals at Crows Landing Road and Grayson Road

	R.J. Little	J.J. Little	C. Little	A. Forbes	C. Hughes	D.Chapman	A. Bayne	A. Respal	A. Winberry	J. Birdsall	L. Scott	J. Easley	S. Trafton	Admin/ Word Proc/ Support	Total Hours	Cost per task
Task 1. Environmental Document Recommendation Letter and NOE	0.00	2.00	0.00	2.00	0.00	0.00	4.00	0.00	5.00	0.00	0.00	8.00	2.00	2.00	25.00	\$2,010.00
																Subtotal: \$2,010.00
Task 2. Project Coordination and Meetings	0.00	3.00	0.00	0.00	0.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	\$520.00
																Subtotal: \$520.00
Total Hours	0.00	5.00	0.00	2.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	8.00	2.00	2.00		
Hourly Rate	\$160.00	\$120.00	\$70.00	\$100.00	\$90.00	\$85.00	\$80.00	\$75.00	\$80.00	\$75.00	\$75.00	\$75.00	\$75.00	\$50.00		
Subtotal Labor:	\$0.00	\$600.00	\$0.00	\$200.00	\$0.00	\$0.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$600.00	\$150.00	\$100.00		Labor (Tasks 1 - 4): \$2,530.00

B. Direct Costs (Tasks 1 - 2)		Units	Unit cost	# of Units	Totals:
Travel					
Auto mileage:	miles	\$0.485	160.00		\$77.60
4-wheel veh. mileage:	miles	\$0.62	0.00		\$0.00
Auto rental:	cost				\$0.00
Gasoline:	cost				\$0.00
Airfare:	cost				\$0.00
Parking:	cost				\$0.00
Tolls:	cost				\$0.00
Lodging:	cost				\$0.00
Phone Travel:	cost				\$0.00
Meals:	cost				\$0.00
Purchases					
CNDBB/RareFind:	per quad	\$25	0		\$0.00
Topo Quad Map:	per quad	\$15	0		\$0.00
GlobeXplorer Aerial Map:	per project	\$50	0		\$0.00
ParcelQuest Map:	per printout	\$5	0		\$0.00
NWI Map:	per quad	\$35	0		\$0.00
CHRIS Records Search:	per search	\$350	1		\$350.00
Materials/ Supplies:	photos; misc.				\$0.00
Reproduction					
Binding Supplies:	each rpt	\$5.00	0		\$0.00
Photocopies BW:	pages	\$0.10	74		\$7.40
Photocopies Color:	each	\$2.00			\$0.00
Photoshop copies:	cost				\$0.00
AutoCAD maps:	per orig	\$5.00	0		\$0.00
Other					
Subconsultant:	cost				\$0.00
Postage/Deliver:	cost				\$10.00
Phone:	cost				\$0.00
Cell Phone:	cost				\$5.00
Camers usage:	per day	\$5.00	1.00		\$5.00
GPS:	per day	\$150.00	0		\$0.00
Fax:	per pg	\$1.50	10		\$15.00
Subtotal Expenses (Tasks 1 - 2): \$470.00					
Subtotal Labor (Tasks 1 - 2): \$2,530.00					
Total Labor and Expenses (Tasks 1 - 2): \$3,000.00					

EXHIBIT D
PROJECT SCHEDULE

**STANISLAUS COUNTY
TRAFFIC SIGNAL PROJECT
CROWS LANDING ROAD / GRAYSON ROAD**



Project: 5007512 CROWS SCHED
Date: Thu 12/27/07

Task Milestone

Revised 12/27/07