

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

DEPT: Public Works *CPM*

BOARD AGENDA # \*C-1

Urgent  Routine

AGENDA DATE August 19, 2008

CEO Concur with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Award the Senior/Person with a Disability Transit Needs Assessment Study Contract to HDR Engineering, Inc.

STAFF RECOMMENDATIONS:

1. Award the Senior/Person with a Disability Transit Needs Assessment Study contract to HDR Engineering, Inc. in the amount not to exceed \$175,000.
2. Authorize the Director of Public Works to sign and execute all necessary documents.

FISCAL IMPACT:

Funds in the amount not to exceed \$175,000 to pay for the Senior/Person with a Disability Transit Needs Assessment Study will be provided from the Stanislaus Council of Governments' (StanCOG) regional local transportation funds. The contract will be funded through StanCOG and will not impact the Public Works Transit Division's funds or the County's General Fund.

BOARD ACTION AS FOLLOWS:

No. 2008-595

On motion of Supervisor DeMartini, Seconded by Supervisor Grover  
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.

Approval to award the Senior/Person with a Disability Transit Needs Assessment Study Contract to HDR Engineering, Inc.

## **DISCUSSION:**

The Department of Public Works Transit Division recommends the Stanislaus County Board of Supervisors award a contract to HDR Engineering, Inc. (HDR) for \$174,569 for the Senior/Person with a Disability Transit Needs Assessment Study ("Study") being undertaken by the County's Public Works Transit Division.

The purpose of the Study is to determine what the transportation needs are for senior and disabled residents of Stanislaus County. The Study is being undertaken to address comments and concerns raised by County seniors at the StanCOG March 25, 2008 Policy Board meeting and in discussions with County staff. To address the concerns, at the March 25, 2008 Board of Supervisors' meeting, an ad hoc Senior Transportation Committee was formed with Supervisors Grover and Monteith, County Transit staff and County seniors as members. From these meetings, it was determined that a countywide transit needs assessment should be done.

The goal of the Study is to quantify and qualify what the transportation needs are for the County's senior and disabled residents. HDR Engineering Inc. will conduct extensive outreach to the senior and disabled communities to help determine the needs. The Study will also clarify what types of service may be needed, whether it be curb-to-curb, door-to-door, or door-through-door assisted transportation. Once the level of need has been determined, the Study will determine which services are fiscally viable and will provide options on how to best fund and provide those services. The results of the Study will be presented to the Board of Supervisors and the StanCOG Policy Board in early 2009.

Two consultants submitted proposals to do the Study, Resource Development Associates and HDR Engineering Inc. A selection committee held interviews with the two agencies on July 22, 2008. The selection committee was comprised of Mickey Peabody, the County's Senior Senator, Tom Truax, Executive Director of the Society of Handicapped Children and Adults, Margie Palomino, Director of Stanislaus County Department of Aging and Veteran Services, Fred Cavanah, City of Modesto Transit Manager and Brad Christian, Stanislaus County Transit Manager. After the interviews, the selection committee competitively scored both agencies and HDR Engineering Inc. was recommended to do the Study.

As the Study moves forward, deliverable documents will be received, reviewed, and commented on by an eleven (11) person review committee. The committee will be comprised of the five (5) person selection committee and an additional six (6) people representing seniors, persons with a disability and transit operators. Quarterly meetings of the ad hoc Senior Transportation Committee will be held to update members on the Study's progress.

The Study has a not to exceed cost of \$175,000 and will be funded through money set aside by StanCOG. The tentative Study completion date is January/February 2009. This completion date will align the Study's findings with the StanCOG Unmet Transit Needs Process and the transit funding cycle for Fiscal Year 2009/2010.

Approval to award the Senior/Person with a Disability Transit Needs Assessment Study Contract to HDR Engineering, Inc.

**POLICY ISSUES:**

The Board of Supervisors should determine if this item is consistent with its priority of striving for a well-planned infrastructure system, effective partnerships and a healthy community.

**STAFFING IMPACT:**

There is no staffing impact associated with this item.

BC:jg  
H:\BradChristian\BOS\0809\Needs Study\8.19 BOS Item

**ATTACHMENT 1**

**Stanislaus County Transit Needs Assessment Fee Schedule**

Task No.	Task Description	HDR											SUB CONSULTANTS				Fee By Task
		Project Principal	Project Manager	Public Outreach Lead	Director/ O.C.	Outreach Specialist	Travel Pattern Forecasting	Data Collection/ Research	Graphic Designer	Executive Assistant	Clerical	Project Controller	Financial		Demand Forecasting		
	Hourly Rate	\$245	\$143	\$125	\$170	\$100	\$211	\$105	\$110	\$95	\$88	\$77	\$140	\$85	\$152		
0.0	Kick Off Meeting	4	4												\$1,552		
1.0	Existing Conditions		8					56					40		\$10,424		
2.0	Public Outreach	24	6	278	78	156			22	90					\$81,318		
3.0	Evaluation of Current County Fixed Route and Paratransit Services		24					20							\$5,532		
4.0	Demand and Travel Forecasting		4				24							48	\$12,932		
5.0	Needs Analysis		24					30							\$6,582		
6.0	Definition of Satisfied and Unsatisfied Needs		30				4	16						6	\$7,726		
7.0	Develop and Evaluate Service Strategies		40				4						54		\$14,124		
8.0	Draft/Final Report & Stanislaus Board of Supervisors (1) and Stancog Policy Board (1) Presentations	12	44						24		30	14		8	\$16,806		
	<b>TOTAL HOURS (BY TASK)</b>	40	184	278	78	156	32	122	46	90	30	14	54	62	1,226		
	<b>LABOR COSTS (BY TASK)</b>	\$9,800	\$26,312	\$34,750	\$13,260	\$15,600	\$6,752	\$12,810	\$5,060	\$8,550	\$2,640	\$1,078	\$7,560	\$9,424	\$156,996		

<b>Total HDR Labor Costs</b>	\$136,612
<b>ODC's</b>	
HDR Technology Charge*	\$3,959
Travel**	\$2,200
Reproduction	\$1,100
Outreach Expenses	\$6,800
Misc.	\$480
<b>Total HDR ODC's</b>	<b>\$14,539</b>
Total Sub Labor	\$20,384
Sub Expenses	\$1,400
HDR Markup on Subs @ 7.5%	\$1,634
<b>Total Fee</b>	<b>\$174,569</b>

\*HDR identifies its office computer charges separately in the technology charge, applied at a uniform rate of \$3.70 per HDR staff hour, independent of individual billing rates

\*\*Travel assumes mileage from HDR Sacramento or Walnut Creek offices, and two Irvine trips for IBI Group.



**AGREEMENT  
FOR  
PROFESSIONAL SERVICES**

**Transit Needs Assessment Study**

This Agreement for Professional Services is made and entered into by and between the County of Stanislaus ("County") and HDR Engineering, Inc. ("Consultant"), on August 20, 2008 (the "Agreement").

**Introduction**

WHEREAS, the County has a need for services involving public outreach and the compiling and analyzing of data to determine and help meet the transportation needs of the senior and persons with a disability communities in Stanislaus County; and

WHEREAS, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**Terms and Conditions**

1. **Scope of Work**

1.1 The Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, which is attached hereto and Request for Proposal (RFP) #08-14-CB and the proposal dated June 23, 2008 submitted by HDR Engineering, Inc., and by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Consultant under this Agreement, including without limitation electronic data files, are the property of the Consultant; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Consultant may copyright the same, except that, as to any work which is copyrighted by the Consultant, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. The County shall defend, indemnify and hold harmless the Consultant and its officers, employees, agents, representatives, subcontractors and consultants from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, arising out of or resulting from the County's reuse of the documents and drawings prepared by the Consultant under this Agreement.

1.3 Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in **Exhibit C** attached hereto. If there is no schedule, the hours and times for completion of said services and work are to be set by the Consultant; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.

1.5 If the Consultant deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Consultant will be the agent of the Consultant not the County.

2. Consideration

2.1 The Consultant shall be compensated on either a time and materials basis or a lump sum basis, as provided in Exhibit A and Exhibit B attached hereto.

2.2 Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 The Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.4 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

3. Term

3.1 The term of this Agreement shall be from the date of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 The County may terminate this agreement upon 30 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.

3.4 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, or (b) sale of Consultant's business.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Consultant to provide the services and work described in Exhibit A must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant--not the County--has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

6. Insurance

6.1 Consultant shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Commercial general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. 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.

6.1.2 Professional Liability Insurance. Professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.

6.1.3 Automobile Liability Insurance. If the Consultant or the Consultant's officers, employees, agents or representatives utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury and property damage liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Consultant certifies under section 1861 of the Labor Code that the Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 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.

6.3 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.

6.4 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.

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees.

6.6 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.

6.7 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 material reduction in coverage or in limits of the required policy or policies.

6.8 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.

6.9 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.

6.10 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.

6.11 The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors.

#### 7. Defense and Indemnification

7.1 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, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors, excluding, however, such liabilities caused in part by the sole negligence, active negligence or willful misconduct of the County, its agents, employees, and representatives.

7.2 Consultant's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

7.3 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. Consultant shall provide legal counsel reasonably acceptable to the County.

7.4 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:

(a) Consultant shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Consultant or its subcontractors;

(b) No provision of this Agreement shall be interpreted to permit or obligate Consultant to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and

(c) At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Consultant.

#### 8. Status of Consultant

8.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Consultant has no authority or responsibility to exercise any rights or power vested in

the County. No agent, officer or employee of the County is to be considered an employee of Consultant. It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

- 8.2 At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.
- 8.3 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.
- 8.4 Consultant is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.
- 8.5 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Consultant.
- 8.6 It is understood and agreed that as an independent contractor and not an employee of County, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.
- 8.7 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.
- 8.8 As an independent contractor, Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

#### 9. Records and Audit

- 9.1 Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.
- 9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

#### 10. Confidentiality

The Consultant agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

#### 11. Nondiscrimination

During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex. Consultant and its officers, employees, agents,

representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Consultant or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus  
Public Works Transit Division  
1010 10<sup>th</sup> Street, Suite 3500  
Modesto, CA 95354  
Attn: Brad Christian

To Consultant: HDR Engineering, Inc.  
660 J Street, Suite 444  
Sacramento, CA 95814-2483  
Attn: Wendy J. Hoyt

15. Conflicts

Consultant agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

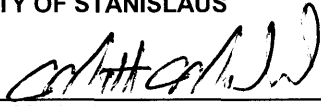
Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

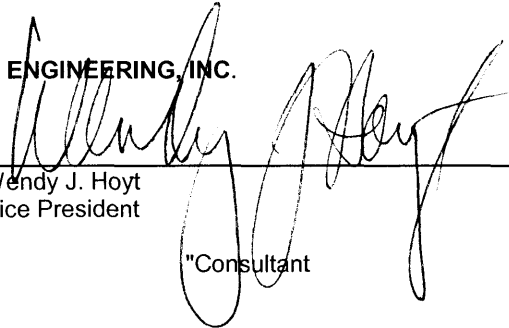
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year, first herein above written.

COUNTY OF STANISLAUS

By:   
\_\_\_\_\_  
Matt Machado  
Director, Public Works

"County"

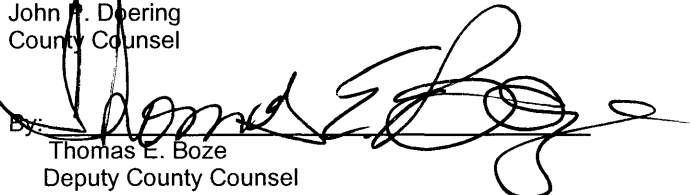
HDR ENGINEERING, INC.

By:   
\_\_\_\_\_  
Wendy J. Hoyt  
Vice President

"Consultant"

APPROVED AS TO FORM:

John P. Doering  
County Counsel

By:   
\_\_\_\_\_  
Thomas E. Boze  
Deputy County Counsel

# EXHIBIT A

## A. SCOPE OF WORK

The Consultant shall provide services under this Agreement for Professional Services between the County of Stanislaus and HDR Engineering, Inc. ("Consultant"), as set forth below.

Consultant will conduct a Transit Needs Assessment Study for Stanislaus County seniors (60 + years old) and persons with disabilities. The study area will encompass the County of Stanislaus, including all incorporated and unincorporated parts of it. The purpose of the study is to determine:

- What are the specific transportation needs of these groups?
- Where are these people located? Where do they need to go?
- For what trip purpose do these persons need transportation?
- What days and hours of service are needed to meet the identified needs?
- What type of transportation services can be used to meet the transportation needs?
- How well are the public transportation and social service agencies currently meeting these needs? An inventory of public, social service, private and non-profit transportation providers and the type of transportation service they currently provide should be a deliverable product.
- Are the needs Reasonable to Meet under the Stanislaus Council of Governments' Unmet Transit Needs criteria?
- How to best meet these needs, estimated costs for services and funding sources to provide services. Examples of how other California agencies are meeting these needs should be provided. These services should have been in operation over two years and successes and challenges should be identified. Funding sources should also be identified.

Pursuant to the above scope of work, information should be quantified and qualified as thoroughly as possible. It is suggested the study make use of demographic and geographic analysis taking into account any indices of people who have special transportation needs: make use of stakeholder meetings; meetings with social service agencies who service the target groups and telephone surveys to refine and improve the accuracy of data. Outreach to seniors, persons with disabilities and transportation agencies is important.

## B. COMPENSATION

1. Consultant shall be compensated for services rendered and accepted under this Agreement, not work in process and shall be paid monthly, in arrears, on a time and material basis upon the rates set forth in Exhibit B attached hereto and made a part of this Agreement. In addition to the aforementioned fees, Consultant shall be reimbursed for the following items, that are reasonable, necessary and actually incurred by the Consultant in connection with the services
2. The terms of payment are Net 30 days after approval of the invoice.
3. Consultant shall submit a detailed invoice upon completion of each task. The invoice is to include but not be limited to the following information: hours worked by Consultant's Staff, the title of the Staff, billable rate, item rental equipment, number of days rented and rate of rental, task, staff and reimbursable items. Consultant shall be reimbursed for the following items, that are reasonable, necessary and actually incurred by the Consultant in connection with the services:
  - i. Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.
  - ii. Any filing fees, permit fees, or other fees paid or advanced by the Consultant.
  - iii. Travel expenses shall be reimbursed in accordance with the County's travel policy, which is incorporated herein by reference.

- iv. Fees plus reimbursable expenses shall not exceed the amounts set forth in Exhibit B.
- v. Reimbursable expenses such as materials, rentals and subcontractors shall be reimbursed cost plus 10%. Copies of the original invoices identifying the actual expenses must accompany the Consultant's invoice to the County.
- vi. The County shall retain ten (10) percent of all periodic or progress payments made to the Consultant until completion and acceptance of all work tasks.

**C. LIMIT OF EXPENDITURE**

The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$175,000, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.

**D. PAYMENT AND INVOICING**

- 1. The terms of payment are Net 30 days after approval of the invoice.
- 2. Consultant shall submit a detailed invoice in duplicate for work actually completed. The invoice is to include but not be limited to the following information: hours worked by Consultant's Staff, the title of the Staff, billable rate and reimbursable items that are reasonable, necessary and actually incurred by the Consultant in connection with the services.

The remit to address is:

Stanislaus County  
Department of Public Works Transit Division  
Attention: Brad Christian  
1010 10<sup>th</sup> Street, Suite 3500  
Modesto, CA 95354

**E. CONTRACT PERIOD**

The period of this Agreement is from August 20, 2008 through June 30, 2009.

**F. AGREEMENT EXTENSION**

If mutually agreeable to both parties, the Agreement may be extended on a year-to-year basis. However, in no case shall the renewal extend beyond one (1) year from the original Agreement end date. The extension shall be in written form as an addendum to this Agreement.

**G. TERMINATION FOR CONVENIENCE**

The County may terminate this Agreement at any time for its convenience and at its sole option, in whole or in part, by giving written notice to Contractor. Contractor agrees to waive any claims for damages, including loss of anticipated profits, in the event the County terminates the Agreement as provided for in this paragraph. Upon such termination, the obligations of this Agreement shall continue as to any work already performed and the County shall pay Contractor the amount due for work properly performed as of the date of termination, less any sums previously paid.

**H. SAFETY REQUIREMENTS**

All services and merchandise must comply with current California State Division of Industrial Safety Orders and OSHA.

**I. START UP SERVICE**

Start-up service shall be coordinated with the County's Public Work Transit Division's representative. Public Works Transit Division's representative is Brad Christian, 209.525.6550

**J. WORK SCHEDULE**

Consultant is obligated to perform in a timely manner the services and work provided for under this

Agreement and the County hereby gives the Consultant notice to proceed with the work as of the effective date of this Agreement. It is understood by Consultant that the performance of these services and work shall require the Consultant to perform the services and work in conformance with a work schedule agreed to by the parties in Exhibit C attached hereto and made a part of this Agreement.

**EXHIBIT B**  
**RATE SCHEDULE**

See Attachment 1

Consultant's Fee Schedule

**EXHIBIT C**  
**PROJECT TIMELINE**

See Attachment 2

Consultant's Project Time Line