

Approval to Establish the Budget for the Hatch Road at Crows Landing Road Traffic Signal Upgrade Project and to Award the Associated Design Contract to Delamare – Fultz Engineering and Surveying, Modesto, California

DISCUSSION:

In February of 2008, the Department of Public Works submitted applications for the funding of 5 projects to the California Department of Transportation (Caltrans) as part of the Highway Safety Improvement Program (HSIP). The HSIP is a Federal Program administered by Caltrans that reviews applications from cities and counties on a competitive basis, then awards grants based on which projects propose the best and most needed safety enhancing improvements. In June of 2008, 3 of the 5 projects submitted by the Department of Public Works were selected for funding. The Hatch Road at Crows Landing Road Traffic Signal Upgrade Project is one of the 3 projects selected for funding.

The proposed improvements at this intersection will consist of replacing outdated traffic signals that are approximately 42 years old with new relocated traffic signals. The project will remove left turn signal poles located in medians and replace approximately 300 lineal feet of raised concrete medians on Crows Landing Road.

On the 5th of February 2009, Stanislaus County Public Works received the E-76 (authorization for expenditure) for the design of this intersection from Caltrans. The Federal portion of this design contract is \$45,000 with a \$5,000 local match.

Upon Board approval to establish the budget and award the design contract for the Hatch Road at Crows Landing Traffic Signal Upgrade Project, the Director of Public Works will execute a contract with Delamare – Fultz Engineering and Surveying to perform the following Engineering Services:

- Project Management
- Preliminary Research/Field Investigation
- Surveying & Mapping
- Agency and Permitting Coordination Requirements
- Geotechnical Services
- Utility Coordination
- Engineering Design Services
- Engineering's Quantity and Construction Cost Estimates
- Improvement Plans
- Specifications

The construction phase of the Hatch Road at Crows Landing Traffic Signal Upgrade Project is anticipated to start in the fall of 2009 and be completed by the spring of 2010.

Approval to Establish the Budget for the Hatch Road at Crows Landing Road Traffic Signal Upgrade Project and to Award the Associated Design Contract to Delamare – Fultz Engineering and Surveying, Modesto, California

POLICY CHANGES:

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:

There is no staffing impact associated with this item.

MH:jg

L:\ROADS\9287 - Hatch Rd at Crows Landing Rd traffic Signal upgrade\Design\Board Items\Establish a Budget & Award

**AUDITOR-CONTROLLER
BUDGET JOURNAL**



Balance Type Budget
 Category Budget - Upload
 Source _____
 Currency USD
 Budget Name LEGAL BUDGET

Batch Name _____ BO# _____

Journal Name _____
 Journal description Transfer Budget to the Hatch at Crows Landing Road Traffic Signal Upgrade Project

Period JUL-08 to JUN-09
 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	27600	0	0	0.0	45,000.00				
2	1102	40310	27600	9287	0	0.0		45,000.00			
3	1102	40310	63280	9287	0	0.0	50,000.00				
4	1102	40310	63280	0	0	0.0		50,000.00			
5						0					
6						.0					
7						.0					
8						.0					
9						.0					
10						.0					
11						.0					
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19						.0					
20						.0					
21						.0					
22						.0					
23						.0					
24						.0					
25						.0					
Totals							95,000.00	95,000.00			

Transfer Budget to the Hatch at Crows Landing Road Traffic Signal Upgrade Project

Requesting Department	CEO	Auditors Office Only	
Sharon Andrews	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
Signature	Signature	Prepared By	Admin Approval (\$75K+)
5/21/09	05/27/09	<i>[Signature]</i>	<i>[Signature]</i>
Date	Date	Date	Date

Contact Person & Phone Number _____

STANISLAUS COUNTY BOARD OF SUPERVISORS
PROFESSIONAL DESIGN SERVICES AGREEMENT

2009 JUN 17 A 10:47

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 Delamare - Fultz Engineering and Surveying., 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.

1.2. 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 represents 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.

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 Forty Nine Thousand Eight Hundred and Fifty Dollars (\$49,850.00).

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 percentage of tasks completed. 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 Five 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 Two Million Dollars (\$2,000,000.00), 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), per claim, in the aggregate, covering the negligent acts, errors, or omissions of Consultant in connection with the performance of Consultant's services. 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.

5.2. Endorsements. 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.
- (e) 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.

5.3. 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.

5.4. Certificates of Insurance: At least ten (10) days prior to the date the Consultant begins performance of its obligations under this Agreement, Consultant 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 Consultant. 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.

5.5. 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.

5.6. 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.

5.7. Cancellation of Insurance: 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.

5.8. 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.

5.9. 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.

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, suits, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, which are founded upon, arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged 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.

6.2. Duty to Defend: The duty of Consultant to indemnify and save harmless as set forth herein, shall include both the duty to indemnify and at Consultant's own cost and expense the duty to defend as set forth in Section 2778 of the California Civil Code. This duty to defend arises when such claim is made and shall be independent of any finding of the County's negligence. Consultant shall provide legal counsel reasonably acceptable to the County.

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. Specifically, Consultant shall take all steps necessary to assist the County in the defense of any claim brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project.

6.4. Patent Rights: Consultant represents that professional services provided by Consultant pursuant to this Agreement does not infringe on any other copyrighted work. 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. Designated Personnel: A material covenant of this agreement is that the Consultant shall assign the individuals designated below to perform the functions designated so long as they continue in the employ of the Consultant. The designated individuals shall, so long as their performance continues to be acceptable to County, remain in charge of the services for the Project from beginning through completion of services.

- a. Project Manager: David Hoberg; and
- b. Lead/Manager: Thomas H. Delamare

7.5. Removal of Personnel or Sub-Consultants: If the County, in its sole discretion at any time during the term of this agreement, desires the removal of any person or sub-consultant assigned by Consultant to perform services, then the Consultant shall remove such person or consultant immediately upon receiving notice from the County.

7.6. 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
Department of Public Works
Attn: Mark Hamblin
1716 Morgan Road
Modesto, CA 95358

If to Consultant:
Delamare-Fultz Engineering and Surveying
Attn: David Hoberg
3421 Tully Road, Suite J
Modesto, CA 95350

7.7. 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.

7.8. 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.

7.9. 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.

7.10. 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.

7.11. Ownership of Documents: Any interest, including copyright interests, of Consultant or its contractors or subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Consultant or its subconsultants under this Agreement are not works for hire, Consultant hereby assigns to County all copyrights to such works. With the County's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.

7.12. Reuse of Design Documents: Should the County desire to reuse the documents specified above and not use the services of the Consultant, then the County agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the County releases Consultant and its subconsultants from all liability associated with the reuse of such documents.

7.13. 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 qualify 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.

7.14. 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.

7.15. 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.

7.16. 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.

7.17. 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.

7.18. 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.

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

7.20. 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.

7.21. 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.

7.22. 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.

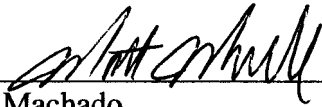
7.23. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

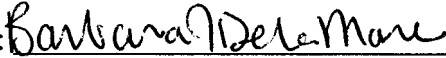
[SIGNATURES ON FOLLOWING PAGE]

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

COUNTY OF STANISLAUS

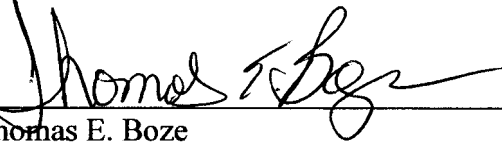
DELAMARE-FULTZ
Engineering and Surveying

By: 
Matt Machado
Director of Public Works

By: 
Barbara Delamare
Vice-President

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 
Thomas E. Boze
Deputy County Counsel

Document I

EXHIBIT A

COUNTY'S REQUEST FOR PROPOSAL

EXHIBIT B

CONSULTANT'S RESPONSE TO COUNTY'S REQUEST FOR PROPOSAL

EXHIBIT C

CONSULTANTS FEE SCHEDULE

EXHIBIT D

PROJECT SCHEDULE

EXHIBIT A

May 15, 2009

Thomas Delamare
Delamare-Fultz Engineering and Surveying
3421 Tully Road, Suite J
Modesto Ca, 95350

Subject: Request for Proposal – Hatch Road at Crows Landing Road Traffic Signal Upgrade

Stanislaus County Department of Public Works (Department) is soliciting proposal to provide professional services for surveying, engineered plans, traffic signal plans, and technical specifications for the installation of the Hatch Road at Crows Landing Road Traffic Signal Upgrade.

PROJECT DESCRIPTION:

This project is funded with Highway Safety Improvement Program funds and is tentatively scheduled for construction bids in 2009. Plans and specifications must be essentially completed by August of 2009. The focus of the project is to replace outdated traffic signals that are approximately 42 years old with new relocated traffic signals. Remove left turn signal poles located in medians and replace approximately 300 lineal feet of raised concrete medians on Crows Landing Road.

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 Department for review and approval.
2. The consultant shall prepare engineered plans and specifications consisting of or supplemented with the following items:
 - Data collection including topographic, existing right-of-way and utility information.

- The plans shall consist, at a minimum, a cover sheet, existing topography, design cross section(s), plan and profile, utility relocation plan(s), traffic signal design, traffic control and construction signage, pavement delineations and markings, quantity sheets, and details.
 - The plans shall be designed in accordance with the May 2006 edition of the State of California, Department of Transportation Standard Specifications and any addenda or amendments thereto, supplemented by 2007 edition of Stanislaus County Standards & Specifications and any addenda or amendments thereto.
 - All utility facilities, identification, size and location, height above ground or depth below ground surface, shall be designated and shown on the plans. The Consultant shall coordinate and submit plans to the affected utility company for review comment and approval.
 - The plans shall be prepared in AutoCAD Civil 3D 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 approval of the plans.
 - The Consultant shall prepare technical specifications. The technical specifications shall conform to the May 2006 edition of the State of California, Department of Transportation Standard Specifications and addenda thereto 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 reviewed and approved the specifications.
3. The Consultant shall attend along with any sub-consultants an initial project direction meeting with the Department prior to the beginning of work. Monthly progress meetings with the Department staff shall be required.
 4. The Department shall provide all necessary survey horizontal and vertical control points for the project. These points shall be shown on the plans. A table shall be provided on the plans that provide the coordinates and elevation of the points.
 5. The Consultant shall prepare an Engineer's Estimate and summary of the quantities. See Item No. 10 below for schedule for submittal of the Engineer's Estimate. The Consultant shall submit documentation that confirms the Engineer's Estimate of Quantities with the Final Engineer's Estimate.
 6. 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 Microsoft Excel format. The coordinate file shall be accompanied by an index map delineating the location of the points of said file and the plans.
 7. The Consultant shall include in its proposal the cost to provide a representative of the firm to attend public meetings as relates to the plans, technical specifications, and/or legal descriptions. The representative shall be available to answer technical information and answer questions relating to the plans, technical

specifications, and/or legal descriptions during the bidding process and/or construction phase of the project.

8. The Consultant shall include in its proposal a project schedule in Microsoft Project format. Monthly updates of the project schedule shall be prepared and submitted to the Department for review along with the monthly invoice for services performed. The Department will not process the monthly invoice for payment until the monthly updated schedule is reviewed and accepted.
9. 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. No further work shall be performed until the consultant 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 crosssections(s), plan and profile sheet(s), traffic signal design, pavement delineation and marking sheet(s), construction traffic control sheet(s), utility relocation plan(s), traffic signage plan(s), quantity sheets, and detail sheet(s). The draft construction specifications, preliminary summary of quantities, and a draft Engineer's Estimate shall also be submitted. No further work shall be performed until the consultant receives approval from the Department to proceed.

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 Department approval and signature. Upon final review by the Department, the Consultant shall submit the final signed and stamped 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 and Engineer's Estimate shall be provided in PDF format on a CD. The original signed plans shall be scanned to scale and at 300 dpi resolution.

10. The consultant at completion of the construction phase shall compile the record drawings prepared by the contractor; prepare record drawings; mark the drawings as "As-Built"; and submit one set on 3 mil Mylar along with the record drawings from the contractor to the Department.
11. The successful firm shall 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 your review. The consultant shall state in its proposal that the firm has reviewed the agreement and is in a position to meet all of the terms and conditions.

PROPOSAL REQUIREMENTS:

In addition to addressing the above items, the Department requests that the following items be addressed and included in the proposal:

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

Three copies of your proposal are due in this office by 3:00 P.M. on March 27, 2009. 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. Subconsultant fees must be clearly indicated.

The proposal will be evaluated, at a minimum, based on 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 you firm's demonstrated professional and financial responsibility.

The proposal shall, at a minimum, address the previously described items.

Please submit you proposal to:

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

The proposals will be reviewed shortly after the closing date for submittal of 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 request for proposals, please give me a call at (209) 652-8815, or email me at mark.hamblin@stancounty.com.

Sincerely,

Mark Hamblin
Associate Civil Engineer

Attachments: Copy of Master Agreement

I:\roads\9287 - hatch rd at crows landing rd traffic signal upgrade\design\consultants\request for proposals.doc



- **THOMAS H. DELAMARE**
R.C.E. 36341, L.S. 3407
- **RICHARD L. FULTZ**
BOARD OF DIRECTORS MEMBER
- **RICHARD C. TATOYAN**
PLANNER & DESIGN CONSULTANT
- **BARBARA J. DELAMARE**
C.P.A. 46482E
- **SCOTT DELAMARE**
L.S. 8078
- **DAVID J. HOBERG**
R.C.E. 53311

March 27, 2009

Attn Mark Hamblin
Associate Civil Engineer
Stanislaus County Department of Public Works
1716 Morgan Road
Modesto, CA 95358

Re: **Request for Proposal - Hatch Road at Crows Landing Road
Traffic Signal Upgrade**

Dear Mr. Hamblin:

Thank you for the opportunity to provide engineering services as outlined in your Request for Proposal letter of March 5. We are pleased to provide the attached proposal for the work described therein.

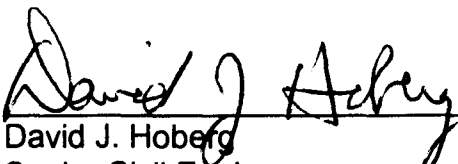
Our firm will be combining our design efforts with KDAnderson Transportation Engineers in order to provide the complete design requested. We will, however, remain the lead consultant in this endeavor.

Our current workload will allow us to begin this project immediately upon notice to proceed.

Please do not hesitate to contact us if you require any additional information at this time.

Sincerely,

DELAMARE-FULTZ ENGINEERING & SURVEYING



David J. Hoberg
Senior Civil Engineer

PROPOSAL FOR HATCH ROAD AT CROWS LANDING ROAD TRAFFIC SIGNAL UPGRADE

Introduction: DeLaMare-Fultz Engineering (DF) and KDA Anderson Transportation Engineers (KDA) are teaming up to provide engineering design services on behalf of the Stanislaus County Department of Public Works for the **Hatch Road at Crows Landing Road Traffic Signal Upgrade**. DF will provide surveying and civil engineering design while KDA will provide electronic traffic facilities design. DeLaMare-Fultz Engineering will be lead consultant. David Hoberg will be primary contact for the project.

Staffing: David Hoberg, Civil Engineer and project manager will provide civil design. Mike Becker, Traffic Engineer, will provide electronic traffic facilities design. Scott DeLaMare will oversee topographic surveying.

Staff Qualifications: See Attachments for DeLaMare-Fultz staff listing, qualifications, firm experience and insurance coverage.

See attached KDA Anderson Transportation staff listing, qualifications and firm experience.

Project Schedule: See attached projected project schedule.

Project Approach: (See also attached project approach information from KDA)

Research: Attend Pre-Design Meeting with Department Staff to confirm project goals and research projected problem areas.

Research record data to confirm property lines and RW to extent possible.

Preparation for Topographic Survey: Utilizing Stanislaus County of Stanislaus Department of Public Works (Department) provided horizontal and vertical control points, establish site survey control.

Perform Topographic Survey of intersection at Hatch Road and Crows Landing Road (extending 250 feet each direction) within existing right-of way.

Prepare topographic base drawing.

Contact dry utility companies and Public Agencies to obtain record drawings of existing facilities.

Revise/update topographic base drawing with existing utility confirmations.

Design: Prepare preliminary plans (35%) using data gathered in the Research phase. Coordinate design of improvements and utility relocations with utility companies

and Department. Submit 35% plans to Department for review and comment. Plans shall be prepared in AutoCAD Civil 3D format.

Prepare 60% plans, specifications and estimates (PS&E) for the project requirements after receipt of Department comments on 35% plans. 60% plans shall conform to the May 2006 edition of the State of California, Department of Transportation Standards and Specifications (including any addenda or amendments thereto, and supplemented by the 2007 edition of the Stanislaus County Standards and Specifications (including any addenda or amendments thereto and will incorporate changes/corrections from 35% review. Plans shall include cover sheet, existing topography, design cross-sections, plan and profile sheets as necessary, traffic signal design, pavement delineation and marking sheet(s), utility relocation plan as necessary, traffic signage plan(s), quantity sheets and construction detail sheets. Draft technical specifications, preliminary summary of quantities and a draft Engineer's Estimate will be included. Submit 60% PS&E to Department for review and comment.

Prepare 90% PS&E for the specific project requirements after receipt of Department comments on 60% PS&E. Changes and/or corrections from 60% review and any outstanding design issues will be resolved and incorporated into plan set. Additional sheets will be provided as required to facilitate a complete set of improvement plans. Utility approvals will be confirmed at this stage (including Department of Environmental Resources, if determined to be required). Updated technical specifications, quantities and Engineer's Estimate included. Submit 90% PS&E to Department for review and comment.

Delivery: Prepare 100% PS&E for the final project review after receipt of Department comments on 90% PS&E. 100% plans are expected to be deemed complete and ready for final review leading to subsequent submittal of 3 mil mylar "original" plans to Department for signatures. Mylar "original" plans to be stamped and signed by all others prior to final submittal to the Department. Provide electronic coordinate point file as outlined in RFP.

In addition to original "signed" plans, provide electronic copies of signed plans, technical specifications, quantity summaries and Engineer's Estimate (along with confirming documentation as requested) in PDF format on a CD for use by the Department. The original signed plans shall be scanned to scale at the resolution outlined in the RFP.

Construction

Phase: Provide technical assistance during project bidding.

Provide Record Drawings as outlined in the RFP to Department at completion of construction.

Meetings: Design staff will attend monthly project meetings and related public meetings that may be required as outlined in the RFP.

DESIGN CONSIDERATIONS AND PROJECT APPROACH

DeLaMare-Fultz Engineering & Surveying has a long successful history of tackling challenging design projects with creative solutions. Projects are thoroughly researched, clear communication established, problems defined, economically evaluated and design solutions clearly presented on improvement plans and written in project specifications. All projects are coordinated with client's expectations. The work is prepared under the control and direct supervision of the project engineer, who assumes full responsibility for their portion of the design as mandated by licensure, with the underlying premise that the design will be safe for public health, property, and welfare. DeLaMare-Fultz values a reputation of providing excellent, responsive service at a reasonable cost.

Typical DeLaMare-Fultz design considerations and project approach include, but not limited to:

- **A Team Approach:** Work with client and staff to develop a team relationship with all design professionals involved with the project. Work to establish clear lines of communication. Our staff has extensive experience in coordinating and working with governmental agencies including the Office of the State Architect.
- **Define the project:** Preliminary meetings/obtain clear understanding of project objectives in order to provide the specific results the client is looking for.
- **Project Research:** Topographic survey, boundary, right-of-way, vertical control, consultation with utility companies, and seek out record drawings.
- **Determine Project Controls:** Establish plan line (stations) and grade.
- **Determine Options/Project Layout and Design:** Perform street layout, grading design, wastewater piping design, storm drainage design, water conveyance design, detailing, prepare design calculations; evaluating each phase of design for conformance to standards, sustainability and economic analysis.
- **Presentation - Improvement Plans:** Prepare Improvement Plans using latest technology AutoCAD programs, provide in-house check prior to any submittal.
- **Specifications:** Provide written specifications as required by specific project; prepare Quantity Takeoff and Engineer's Estimate.
- **Coordination with client and Design Team:** Project meetings, progress reports, proactive communication throughout project. Our goal is "no surprises". DeLaMare-Fultz successfully coordinates design efforts with utility companies and other outside agencies.
- **Follow up/Job Completion:** Proactively follow project to completion via acceptance by Public personnel and submission of Record Drawing.

FIRM PROFILE

- ❑ Founded in 1957 in Modesto, California as Roy E. Fredricksen, Civil Engineer. Thomas H. DeLaMare and Richard L. Fultz, joined Fredricksen's firm in 1959 and 1968 respectively. In 1978 the firm became Fredricksen, DeLaMare & Fultz, and in 1984, DeLaMare-Fultz Engineering & Surveying. The firm incorporated in 1972. Office location is 3421 Tully Road, Suite J, Modesto, CA 95350 (since 1972).
Web Site: www.dfengineering.com
- ❑ Total staff of 12 includes one Principal Engineer/Land Surveyor, one Principal Certified Public Accountant, one Principal Land Surveyor, a Senior Planner/Designer, one Registered Civil Engineer, two Engineers-In-Training, one Civil draftsman, two survey crews, a survey technician and an administrative assistant.
- ❑ Over 50 years experience in civil engineering, surveying, land use planning, feasibility investigations, construction supervision for capital improvement projects for governmental agencies and school districts, regional shopping centers, and residential subdivisions. Clients include governmental agencies, school districts, architects, developers, homebuilders and retailers.

The firm held the position of City Engineer for City of Oakdale from 1969 to 2006. In addition to approving and signing record maps as Oakdale City Engineer, we prepare the design specifications and improvement plans for street improvement projects which require conformity to various local and state agency requirements. In 2006, the City of Oakdale hired a staff City Engineer. DeLaMare-Fultz continues to provide consulting engineering services as well as holding the position of City Surveyor for the City of Oakdale.

The firm held the position of Substitute District Engineer for Winton Water and Sewer District (WWSD) for three subdivision projects since November 2003; Campus Park, LaPaloma and Rolfe Estates. Tasks included review of submitted project improvement plans on behalf of WWSD; consult and coordinate project approval with WWSD personnel; review WWSD improvement agreement and present to WWSD Board of Directors for approval; attend WWSD Board meetings as requested; responsible for onsite inspection of project construction related to District's water and/or sewer system; responsible for observing testing of new WWSD facilities; provide project "punch list" to assist finalization of project; make recommendation to WWSD Board of Directors for project approval; prepare letter of acceptance of improvements on behalf of WWSD.

The firm has served as Engineer for the Yosemite Community College District from 1972 to 2006, assisting in the development of new buildings and parking facilities on both Modesto Campuses and Columbia College Campus. Tasks include up-grades and extensions of sewer, storm drainage and water systems.

LICENSED PROFESSIONALS

- **Thomas H. DeLaMare, CE, LS - President**
 - California Registered Civil Engineer No. 36341, 1983 California Licensed Land Surveyor No. 3407, 1967
 - Tom has served as President of DeLaMare-Fultz since 1984. He has over 50 years experience in engineering and surveying.

- **Richard L. Fultz – Board of Director Member**
 - Dick served as Vice-President/Secretary of DeLaMare-Fultz from 1984 to 2006. He has over 45 years experience in engineering and surveying. He served as City Engineer for the City of Oakdale from 1977 to 2006. Dick retired in 2006 and is working part-time for the company. He currently remains a member of the Board of Directors.

- **Richard C. Tatoyan, Senior Planner & Design Consultant**
 - BA California State University, San Jose, 1969
 - Richard has been employed with the firm since 1984 and has over 35 years experience in subdivision design, commercial developments, school projects, planned developments, shopping centers, mobile home parks and municipal projects. He has extensive experience in coordinating and working with governmental agencies including the Office of the State Architect.

- **Barbara J. DeLaMare-Cremer, CPA-Vice President/Chief Financial Officer**
 - California Certified Public Accountant No. 46482, 1986
 - BA Accounting, California State University, Stanislaus, 1984
 - Barbara has been employed with the firm since 1986 and has over 25 years experience in project management, entitlement processing, client coordination and working with governmental agencies. Barbara became Vice President/Chief Financial Officer of DeLaMare-Fultz in 2006.

- **Scott T. DeLaMare, LS-Vice President/Corporate Secretary**
 - California Licensed Land Surveyor No. 8078, 2005
 - AA General, Modesto Junior College, 1991
 - Scott has been employed with the firm since 1985 and has over 20 years experience in boundary, topographic, subdivision and construction surveys; research and calculation of boundary and subdivision surveys, drafting, CAD drafting, preparation of legal descriptions, rights-of-way, preparation of improvement plans and record maps. Scott became Vice President /Secretary of DeLaMare-Fultz in 2006. Scott is currently serving as City Land Surveyor for the City of Oakdale.

- **David J. Hoberg, CE – Senior Project Engineer**
 - California Registered Civil Engineer No. C53311, 1995
 - BS Engineering, University of Redlands, 1980
 - Dave has been employed with the firm since 1990 and has over 25 years experience in civil design for subdivisions, commercial developments and public works projects; including earthwork, pavement structural section, retaining walls, underground piping, and flow analysis for sanitary sewer, water and storm drainage systems.

- **Mark B. Luehrs, EIT – Junior Engineer**
 - California Certified Engineer-In-Training No. 127164, 2007
 - BS Agricultural Engineering, California Polytechnic State University, San Luis Obispo, 2007
 - Mark has been employed with the firm since 2004.

- **Sergio Fuentes – Assistant Engineer**
 - BS Civil Engineering, California State University, Long Beach, 2007
 - BS Construction Engineering Management, California Polytechnic State University, San Luis Obispo, 1998
 - Sergio started with the firm in July 2007. He has two years experience as a Design Engineer/Project Manager and over 6 years experience in general engineering construction as Project Manager/Engineer.

SIMILAR PAST PROJECTS

Traffic Signals and Safety Lighting – “G” Street @ Maag Avenue

2009

Client: City of Oakdale

In Progress

Provide design, construction plans and specifications, bid documents, quantities, engineer's estimate and construction staking.

Traffic Signals and Safety Lighting – “F” Street (Highway 108) @ 1st Street and “G” Street @ South Yosemite

October 2008

Client: City of Oakdale

\$300,000

Provide complete topography, design, construction plans and specifications, bid documents, quantities and engineer's estimate.

Riverbank High School Safe Routes to School Project

May 2008

Client: City of Riverbank

\$1,120,000

Provide complete topography, street design, storm drain and water design, coordination with sub-consultant (KD Anderson) to provide lighted crosswalk and traffic signals at intersection of Patterson Road and Claus Road, quantities, Engineer's estimate, special provisions section of project specifications; provided coordination with Burlington Northern Santa Fe Railroad, PG&E and PacBell; provided legal descriptions for right-of-way acquisitions, prepared applications for work in BNSF railroad right of way.

Street Improvement plans and Signalization for Intersection of Golden State Blvd & Tuolumne Road

June 2007

Client: City of Turlock

\$1,800,000

Provide complete topography, design, street layout, construction plans, quantities and assistance with bid documents. Coordinate inclusion of signals with City of Turlock.

Street Improvements and Signalization at Intersection of South Yosemite Avenue & "J" Street, Oakdale

September 2004

Client: City of Oakdale

\$250,000

Provided complete topography, design, construction plans and specifications, bid documents, quantities, engineer's estimate and construction staking.

Traffic Signals and Safety Lighting-South Yosemite Avenue/Greger Street/Wakefield Drive, Oakdale

November 2002

Client: City of Oakdale

\$193,400

Provided complete topography, design, construction plans and specifications, bid documents, quantities, engineer's estimate and construction staking.

City of Turlock, Engineering and Surveying Services

January 2000 to Present

Annual contract to provide engineering and surveying services for City of Turlock. Tasks included review of City Projects, Project Recommendations, Land Surveying, Design Engineering, and Drafting.

- Construction staking-Golden State Blvd. & West Tuolumne Rd, June 2007
- Design and prepare Improvement Plans for Sewer Main along Diane Drive, March 2007
- Perform boundary and topography survey, prepare legal descriptions and exhibit maps for Well Site #37 Property Acquisition, April 2005.

Perform topography survey for Miscellaneous Overlays Project 04/05 for street improvements, December 2004.

INSURANCE

Certificates of Insurance available upon request.

- **Professional Liability - Victor O. Schinnerer-CNA (Best Rating of A:XV)**

Limit of Liability: \$1,000,000

- **Workers Compensation - The Travelers Companies (Best Rating of A:XV)**

Limit of Liability: \$1,000,000

- **General Liability - The Travelers Companies (Best Rating of A:XV)**

Limit of Liability: \$2,000,000

- **Automobile Liability - Victor O. Schinnerer-CNA (Best Rating of A:XV)**

Limit of Liability: \$1,000,000

KEY PERSONNEL:

THOMAS H. DELAMARE, CE, LS

President

PROFESSIONAL EXPERIENCE

Mr. DeLaMare's experience includes planning, designing and checking plans and specifications for subdivisions, Planned Development Zoned projects, Sanitary Sewer Installations, Shopping Centers, Mobile Home Parks, Street Improvements, Water Lines and other Commercial Projects. Preparation of feasibility studies and reports for the above and for sewer service for industrial expansion to the City of Oakdale. Performing topographic surveys, boundary surveys and construction staking for the above. Served as expert witness in land boundary disputes. Preparation of quantity takeoffs for bidding, and final pay estimates. Perform percolation tests and record logs of soil borings for residential subdivisions. Perform construction inspection duties for street improvements. Preparation of legal descriptions, letters and reports. Presentations to City and County Planning Commissions, City Council and County Board of Supervisors. Perform administrative duties for the firm.

PROFESSIONAL REGISTRATION

California Registered Civil Engineer No. 36341, 1983

California Licensed Land Surveyor No. 3407, 1967

PROFESSIONAL ASSOCIATIONS

American Council of Engineering Companies

Council of Professional Surveyors

California Land Surveyors Association

Building Industry Association of Central California, Board Member

Modesto Engineers' Club

EDUCATION

U.C. Berkeley Extension, Street & Highway Drainage, Asphalt Paving Mixtures, Right-of-Way in Public Works, Highway Safety, the Law and the California Surveyor, Photogrammetry

1957 to 1979 Engineering, Science & Business; Modesto Junior College, Modesto, CA

1962 A.A. Math; Modesto Junior College, Modesto, CA

EMPLOYMENT HISTORY

1980 to Present President; DeLaMare-Fultz Engineering & Surveying, Modesto, CA

1959 to 1980 Vice-President; DeLaMare-Fultz Engineering & Surveying, Modesto, CA

1957 to 1959 Engineering Aid; City of Modesto Public Works Department

SCOTT T. DELAMARE, LS
Vice-President

PROFESSIONAL EXPERIENCE

Mr. DeLaMare's experience includes over 25 years experience in boundary, topographic, subdivision and construction surveys; research and calculation of boundary and subdivision surveys, drafting, CAD drafting, preparation of legal descriptions, rights-of-way, preparation of improvement plans and record maps. Mr. DeLaMare is currently serving as City Surveyor for the City of Oakdale.

PROFESSIONAL REGISTRATION

California Licensed Land Surveyor No. 8078, 2005

PROFESSIONAL ASSOCIATIONS

American Council of Engineering Companies
Council of Professional Surveyors
California Land Surveyors Association
Building Industry Association of Central California

EDUCATION

1991 A.A. Math; Modesto Junior College, Modesto, CA

EMPLOYMENT HISTORY

2006 to Present	Vice-President; DeLaMare-Fultz Engineering & Surveying, Modesto, CA
2005 to 2006	Land Surveyor; DeLaMare-Fultz Engineering & Surveying
2002 to 2005	Land Surveyor-in-Training; DeLaMare-Fultz Engineering & Surveying
1981 to 2002	Survey Technician; DeLaMare-Fultz Engineering & Surveying

DAVID J. HOBERG, CE
Senior Civil Engineer

PROFESSIONAL EXPERIENCE

Mr. Hoberg's experience includes over 25 years experience in Project Management, civil engineering design, preparing and checking improvement plans and specifications for municipal, commercial and subdivision projects, i.e. street design, site grading, utility design and layout, flow analysis for sanitary sewer, water, and storm drainage systems, calculation of structural section for underground piping, design of storm drain and sanitary sewer lift stations, various design calculations including earthwork, pavement structural section and retaining walls. Also has performed field inspection of construction activities when required.

PROFESSIONAL REGISTRATION

California Registered Civil Engineer No. 53311, 1995

PROFESSIONAL ASSOCIATIONS

American Society of Civil Engineers
American Council of Engineering Companies
Council of Professional Surveyors
California Land Surveyors Association
Building Industry Association of Central California
Modesto Engineers' Club

EDUCATION

1980 B.S. Engineering, Mathematics Minor; University of Redlands, Redlands, CA
Continuing Education in underground pipeline and pump station design, storm drainage analysis, NPDES requirements, BMP options, drainage law.

EMPLOYMENT HISTORY

2003 to Present	Senior Civil Engineer; DeLaMare-Fultz Engineering & Surveying, Modesto, CA
1995 to 2003	Civil Engineer; DeLaMare-Fultz Engineering & Surveying
1990 to 1995	Engineering-in-Training; DeLaMare-Fultz Engineering & Surveying
1983 to 1990	Project Design Supervisor; Ameron Concrete Pipe Group, Tracy, CA
1980 to 1983	Quality Control Engineer; Ameron Concrete Pipe Group, Tracy, CA

SERGIO FUENTES
Assistant Engineer

PROFESSIONAL EXPERIENCE

Mr. Fuentes' experience includes over two years experience as a Design Engineer/Project Manager and over six years experience in general engineering construction as a Project Manager/Engineer.

PROFESSIONAL ASSOCIATIONS

American Council of Engineering Companies
Council of Professional Surveyors
California Land Surveyors Association
Building Industry Association of Central California
Modesto Engineers' Club

EDUCATION

2007 B.S. Civil Engineering; California State University, Long Beach, CA
1998 B.S. Construction Engineering Management, California Polytechnic State University
San Luis Obispo, CA

EMPLOYMENT HISTORY

2007 to Present	Assistant Engineer; DeLaMare-Fultz Engineering & Surveying, Modesto, CA
2004 to 2007	Design Engineer/Project Manager; KPFF Consulting Engineers, Los Angeles, CA
2003 to 2004	Project Manager/Estimator; George Reed Company, Sonora, CA
1998 to 2003	Project Engineer/Field Superintendent; Teichert Construction, Turlock, CA

**TRAFFIC ENGINEERING SERVICES FOR
HATCH ROAD AT CROWS LANDING ROAD TRAFFIC SIGNAL UPGRADE
STANISLAUS COUNTY**

HISTORY AND DESCRIPTION OF OUR FIRM

KD Anderson & Associates is a consulting engineering practice based in Loomis, California. The firm was established in 1990, although our engineers have been providing consultant services in the Stanislaus County area since 1980. Our experience includes traffic signal and street light design, traffic impact and air quality studies, traffic operations and safety studies and travel demand modeling for projects in the Central Valley and throughout a service area that ranges from Fresno to Redding.

STAFF QUALIFICATIONS

The staff of **KD Anderson & Associates** has considerable technical expertise in preparing PS&E for new traffic signals and modifications to existing signals. We also have specific Stanislaus County experience. Our engineers have worked with Stanislaus County staff on a number of traffic signal projects in the past, making us familiar with County requirements and design guidelines. We have also provided on-call traffic signal design services to the City of Modesto for a number of years and have been responsible for the design of over 25 traffic signals within the City, either under contract directly to the City or via private development projects. Our staff includes registered Professional Engineers, Transportation Planners, plus Drafting and Clerical support staff.

KEY PERSONNEL

Michael P. Becker P.E. is a registered Traffic Engineer and a Civil Engineering graduate of Chico State University. He has more than 20 years consulting experience in both urban and rural settings, specializing in infrastructure design and traffic impact analysis. Mr. Becker has prepared Traffic Signal Timing Plans, developed Construction Traffic Control Plans, created street lighting plans, and designed Traffic Signal Systems for intersections throughout northern California and has been responsible for our past signal projects in Stanislaus County. Mr. Becker will be responsible for the preparation of traffic signal and intersection lighting design associated with the Hatch Road / Crows Landing Road Signal Upgrade Project, with quality control and oversight assistance from Mr. Kenneth Anderson of our office.

REFERENCE PROJECTS

KD Anderson & Associates has provided design services to Stanislaus County in the past. These projects included preparation of plans and specifications for new or modified traffic signals at the following locations:

- Sisk Road / Bangs Road Traffic Signals
- Crows Landing Road / Hackett Road Signal Modifications
- Crows Landing Road / School Road Traffic Signals
- Las Palmas Avenue Signals at Elm Avenue and at Sycamore Avenue
- Pirrone Road / Gregori High School Traffic Signals

PROPOSED WORK PROGRAM

Traffic Signal Design

Plans, Specifications and cost Estimates (PS&E) will be prepared for traffic signal modifications at the Hatch Road / Crows Landing Road intersection. PS&E will be prepared in accordance with County and Caltrans design standards. Signal electrical plans will be provided at the 35%, 60%, 90% and Final design stages consistent with requirements as outlined in the RFP. The following Tasks are proposed:

Task 1 – Background Research. We will meet with County staff as part of the initial design team meeting to discuss the project and talk to the individual who will be responsible for approving the electrical plans. Signal design standards and equipment requirements will be discussed. We will obtain as-built information for the existing signal system and supplement this with field review to verify existing equipment. We will reproduce the existing signal drawings electronically to form the basis for our work at the intersection.

Task 2 – Utility Coordination. The electrical service point will be confirmed with the local utility agency and project design team. Any design constraints due to overhead or underground utilities will be identified at the 35% design phase.

Task 3 – Prepare Traffic Signal Plans. We will prepare 1" = 20' scale plan sheets for the modification/installation of traffic signal equipment at the intersection. A plan sheet delineating new signal equipment and a salvage plan sheet for existing equipment to be removed will be prepared. This work includes all elements needed to make the traffic signal system complete and operable, including traffic signal standards, intersection lighting, detector loops, conduit, pedestrian equipment, emergency vehicle equipment, etc. Key elements of the design will include parameters to permit existing signal equipment to remain operational during installation of new equipment in order to minimize any signal down time. The plan for traffic signals would indicate those features required by the County in a manner consistent with their drafting standards.

Task 4 – Prepare Special Provisions and Estimates. Special Provisions / Specifications and Cost Estimates will be provided for traffic signal work. We would expect to make use of County and Caltrans Standard Special Provisions to supplement their Standard Specifications.

Task 5 – Response to Comments / Corrections. We will revise the plans as required in response to County review comments on the electrical plans. Plans and specifications will be provided for 35%, 65%, 95% and 100% review as identified in the RFP.

Task 6 – Coordination. We will coordinate our work with the design team and County staff as appropriate. We will attend design team meetings with County staff to go over the 35%, 65% and 95% submittals as needed for plan approval or clarifications. The Pre-Design meeting will also be attended.

Task 7 – Construction Coordination. We will be available to answer any questions raised during the bid process and respond to RFI's during construction. Equipment submittals and shop drawings will be reviewed for conformance with plans and specifications.

Task 8 – Prepare Record Drawings. As-built record drawings will be prepared using contractor mark-ups delineating any field changes or deviation from the original electrical plans.

**HATCH ROAD / CROWS LANDING ROAD SIGNAL UPDATE PROJECT
 STANISLAUS COUNTY, CALIFORNIA
 KD ANDERSON & ASSOCIATES, INC.**

Primary Scope Tasks		Labor Hours by Personnel			
Task	Task Activity	Principal Engineer	Project Engineer	CAD/Drafter, Clerical	Total Hours
1	Background Research		6.0	8.0	14.0
2	Utility Coordination		4.0		4.0
3	Prepare Traffic Signal Plans	2.0	30.0	18.0	50.0
4	Prepare Special Provisions and Estimates		6.0	2.0	8.0
5	Response to Comments/Corrections	2.0	12.0	8.0	22.0
6	Coordination/Meetings	2.0	16.0		18.0
7	Construction Coordination		4.0		4.0
8	Prepare Record Drawings		6.0	4.0	10.0
	Total Direct Labor Hours	6.0	84.0	40.0	130.0

Hourly Billing Rate:	\$135	\$120	\$60
Cost:	\$810.00	\$10,080.00	\$2,400.00

TOTAL COST: \$13,290

EXHIBIT D

HATCH ROAD at CROWS LANDING ROAD
TRAFFIC SIGNAL UPGRADE PROJECT
STANISLAUS COUNTY DEPARTMENT OF PUBLIC WORKS



ID	Task Name	Duration	Start Week	Finish Week	Week																	
					SMT	TFSSMT	TFSSMT	TFSSMT	TFSSMT	TFSSMT	TFSSMT	TFSSMT	TFSSMT	TFSSMT	TFSSMT	TFSSMT	TFSSMT	TFSSMT	TFSSMT	TFSSMT	TFSSMT	
1	BID & AWARD OF CONTRACT	1 day	Week 1	Week 1	[Task bar]																	
2	AWARD OF CONTRACT	1 day	Week 1	Week 1	[Task bar]																	
3	35% PRELIMINARY PLANS	35 days	Week 1	Week 8	[Task bar]																	
4	MEETINGS	23 days	Week 1	Week 5	[Task bar]																	
7	PROJECT RESEARCH	20 days	Week 1	Week 5	[Task bar]																	
8	FIELD TOPOGRAPHY	10 days	Week 1	Week 3	[Task bar]																	
9	UTILITY INVESTIGATION	20 days	Week 1	Week 5	[Task bar]																	
10	DESIGN & ENGINEERING	15 days	Week 3	Week 6	[Task bar]																	
11	DEPARTMENT REVIEW	10 days	Week 6	Week 8	[Task bar]																	
12	60% PS & E	25 days	Week 8	Week 13	[Task bar]																	
13	MEETINGS	21 days	Week 8	Week 13	[Task bar]																	
16	UTILITY SUBMITTALS & REVIEW	15 days	Week 8	Week 11	[Task bar]																	
17	DESIGN & ENGINEERING	15 days	Week 8	Week 11	[Task bar]																	
18	DEPARTMENT REVIEW	10 days	Week 11	Week 13	[Task bar]																	
19	90% PS & E	10 days	Week 13	Week 15	[Task bar]																	
20	UTILITY APPROVALS	5 days	Week 13	Week 14	[Task bar]																	
21	DESIGN & ENGINEERING	5 days	Week 13	Week 14	[Task bar]																	
22	DEPARTMENT REVIEW	5 days	Week 14	Week 15	[Task bar]																	
23	100% PS & E	15 days	Week 15	Week 18	[Task bar]																	
24	MEETINGS	1 day	Week 17	Week 17	[Task bar]																	
26	DESIGN & ENGINEERING	5 days	Week 15	Week 16	[Task bar]																	
27	OBTAIN SIGNATURES	5 days	Week 16	Week 17	[Task bar]																	
28	SUBMIT MYLARS/PLANS	3 days	Week 17	Week 18	[Task bar]																	
29	ELECTRONIC FILES/PS & E	1 day	Week 18	Week 18	[Task bar]																	
30	DESIGN PHASE COMPLETE	1 day	Week 18	Week 18	[Task bar]																	