

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

DEPT: Environmental Resources *JK*

BOARD AGENDA # *B-5

Urgent Routine

AGENDA DATE March 16, 2010

CEO Concur with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Authorization to Establish a Project Budget and Enter into an Agreement with PSOMAS, an Engineering Firm, for Master Planning, Design and Construction Support Services for Upgrades to the Frank Raines Regional Park Water Filtration System (Potable and Non-Potable) and Related Items

STAFF RECOMMENDATIONS:

1. Authorize the Director of the Department of Parks and Recreation, or her designee, to enter into and sign an agreement with PSOMAS for master planning, design and construction support services related to the upgrades of the Frank Raines Regional Park Water Filtration System in the total cost amount of \$209,283.
2. Authorize the Director of the Department of Parks and Recreation, or her designee, to sign amendments to the contract.
3. Direct the Auditor-Controller to establish a project budget for Upgrades to the Frank Raines Regional Park Water Filtration System and to increase appropriations per the attached budget journal in the amount of \$313,875.

(Continued)

FISCAL IMPACT:

The project is funded with funds designated for the Frank Raines Regional Park water filtration system upgrades. Anticipated project costs include contract costs for PSOMAS in the amount \$209,283 as well as \$73,200 in costs associated with administration and engineering services, office supplies, and publications. Also recommended is \$31,392 for contract contingency. The total recommended project budget is \$313,875 as detailed in the attached Budget Journal.

BOARD ACTION AS FOLLOWS:

No. 2010-127

On motion of Supervisor O'Brien, Seconded by Supervisor Monteith

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Monteith, DeMartini, and Chairman Grover

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Authorization to Establish a Project Budget and Enter into an Agreement with PSOMAS, an Engineering Firm, for Master Planning, Design and Construction Support Services for Upgrades to the Frank Raines Regional Park Water Filtration System (Potable and Non-Potable) and related items

Staff Recommendation (continued):

4. Approve the decrease in Parks Designation of \$313,875 for the Frank Raines Regional Park Water Filtration System.

Discussion:

On February 28, 2006, the Board of Supervisors designated funding in the amount of \$1 million for water system improvements at Woodward Reservoir and Frank Raines Regional Park. Initial improvements to the Woodward Reservoir water system were completed in the summer of 2008 and additional improvements are currently underway. During this time, efforts continued on the Frank Raines Regional Park water system. A water testing program, technical study, and pilot filter project were undertaken at Frank Raines Regional Park in preparation of issuance of a Request for Proposal (RFP) for master planning and design services. The purpose of the RFP was to identify vendors to master plan and design water system improvements that address the current California Department of Health Services (CDHS) Compliance Order No. 03-10-07CO-001 requiring water in the park to be boiled before use. By direction of Stanislaus County Public Works, the Department of Parks and Recreation is taking an incremental approach to upgrades starting with source protection.

The Department, in partnership with the General Services Agency Purchasing Division, issued a RFP on August 19, 2009 for Master Planning and Design at Frank Raines Regional Park. The RFP period closed on October 30, 2009 with three proposals accepted that met the County requirements. The RFP evaluation criteria ranked proposals on four criteria: Quality of Proposal, Experience, Qualification of Personnel, and Technical Qualifications. PSOMAS, an engineering firm, was ranked as the most qualified consultant and provided the lowest price for this project. Based on the proposal ranking and cost evaluation, GSA Purchasing Division issued a letter of intent to award PSOMAS a contract. At this time, the Department of Parks and Recreation recommends the County enter into an agreement with PSOMAS and establish the project budget. This Contract would assist the County as the first step in design improvements that will meet the State of CDHS Compliance Order No. 03-10-07CO-001. Failure to show progress on these improvements will result in CDHS fines of \$200 per day until upgrades have been completed.

Policy Issue:

The Board of Supervisors should determine if entering into an Agreement with PSOMAS for professional design, master planning and construction support services related to upgrades of the Frank Raines Regional Park water filtration system is consistent with its priorities of a safe community, a healthy community, and a well planned infrastructure system.

Staffing Impacts:

There are no staffing impacts associated with this item.

Contact Person:

Sonya K. Harrigfeld, Director. Telephone 209-525-6770

**County of Stanislaus: Auditor-Controller
Legal Budget Journal**

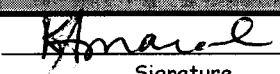
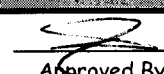
Database
Set of Books

FMS11IDB.CO.STANISLAUS.CA.US.PROD
County of Stanislaus

Balance Type	List - Text	Budget
Category	List - Text	Budget - Upload
Source	List - Text	
Currency	List - Text	USD
Budget Name	List - Text	LEGAL BUDGET
Batch Name	Text	
Journal Name	Text	
Journal Description	Text	Increase appropriations
Journal Reference	Text	PKS-Frank Raines
Organization	List - Text	Stanislaus Budget Org

Up	Fund	Org	Acc't	GL Proj	Loc	Misc	Other	Debit <small>incr appropriations decr net revenue (format: number + general)</small>	Credit <small>decr appropriations incr net revenue</small>	Period <small>month/year list / list</small>	Line Description <small>text</small>
PB	0100	0035110	63280	0011283	000000	000000	00000	240675		Mar-2010	Contracts
PB	0100	0035110	73710	0011283	000000	000000	00000	20000		Mar-2010	Admin Sevices
PB	0100	0035110	73580	0011283	000000	000000	00000	48000		Mar-2010	PWEngineering
PB	0100	0035110	62600	0011283	000000	000000	00000	1500		Mar-2010	Office Supplies
PB	0100	0035110	65000	0011283	000000	000000	00000	3700		Mar-2010	Publications
Totals:								313875	0		

PB To set up appropriations for the Frank Raines Water System Upgrades

Requesting Department		CEO	Data Entry	Auditors Office Only
Merry Rorabaugh				
Signature	Signature		Keyed by	Prepared By
3/3/2010	3/12/10			
Date	Date		Date	Date



DEPARTMENT OF ENVIRONMENTAL RESOURCES
3800 Cornucopia Way, Suite C,
Modesto, Ca 95358-9492
Phone: (209) 525-6700
Fax: (209) 525-6774

**STANISLAUS COUNTY
PROFESSIONAL DESIGN SERVICES AGREEMENT**

This Agreement is made and entered into by and between the County of Stanislaus, a political subdivision of the State of California, ("County") and PSOMAS 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 Exhibit "A" attached hereto and incorporated herein by 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 Scope of Services 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 "B", attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed Two Hundred and Nine Thousand, Two Hundred and Eighty Three Dollars (\$209,283.00).

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' 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 Consultant's services that have been completed to the 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 "C", 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 March 16, 2010 and end on January 31, 2011, or upon completing the agreed upon services, 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 "B." 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:

- (a) Comprehensive general liability, including premises-operations, products, completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this

Agreement or the general aggregate limit shall be twice the required occurrence limit.

- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), 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 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 officers, officials and employees. Any insurance or self-insurance maintained by the County or County officers, officials and employees shall be in 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 adjudged to be 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 Environmental Resources, or her 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: Ernie Leporini, P.E.
- b. Lead/Manager: Mike Thalhamer, P.E.

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 Environmental Resources
3800 Cornucopia Way, Suite C
Modesto, CA 95358
Attn: Susan M. Garcia, C.P.M.

If to Consultant: Psomas
1075 Creekside Ridge Drive
Suite 200
Roseville, CA 95678
Attn: Mike Thalhamer, P.E.

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 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 its 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 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 written Amendment 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 the next page)

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


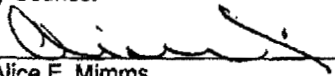
<p>COUNTY OF STANISLAUS Department of Environmental Resources</p> <p>By: _____ Sonya K. Harrigfeld Director</p> <p>"County"</p>	<p>PSOMAS</p> <p>By: </p> <p>Name Title "Consultant"</p>
<p>APPROVED AS TO FORM: John P. Doering County Counsel</p> <p>By: </p> <p>Alice E. Mimms Deputy County Counsel</p>	

EXHIBIT A**A. INTRODUCTION**

The Frank Raines OHV Park is owned and operated by the Stanislaus County Department of Parks and Recreation and is located approximately 16 miles west of Patterson, CA along Del Puerto Canyon Road. The Frank Raines Park consists of 34 developed campsites with full RV hook-ups, a day use area, an undeveloped camp area, a residential dwelling, ranger station and a clubhouse.

The park is currently served by a public water supply system consisting of spring source, a reinforced concrete gravity tank and distribution piping. The water supply source consists of a hand-dug infiltration basin located adjacent to Deer Creek. The existing spring source is currently under the influence of snakes, rats, bugs and other large-scale pollutants. The existing cover is not adequate for keeping these pollutants out. The primary goal of this project is to protect this water source from these sorts of pollutants.

The nature of the installation of the basin has led to the determination that the source is "under the influence of surface water" as defined by current California Water Works Standards. The influence of surface water subjects the source to the requirements of the current State of California Surface Water Treatment Rule. Treatment is required prior to distribution, and is a primary goal of the Master Plan. An engineering technical report provides options for bringing the water system into compliance with current water regulations. The technical report estimates \$621,505.00 would be required to complete this project. However, these figures only reflected one type of filtration system (slow sand filtration), which the County has chosen not to utilize.

Water regulations that are applicable to this system include:

- 1986 Safe Drinking Water Act & 1996 SDWA Amendment
- California Surface Water Treatment Rule
- California Code of Regulations Title 22

California Department of Health Services regulations allow for several types of filtration systems to address the issues associated with this Source and a Pilot Slow Sand Filtration System project was started in late 2008. In March 2009 results of the Sand Filtration Pilot Project produced data to demonstrate that sand filtration is one of the possible solutions to the water quality issues in this location. Although Slow Sand Filtration System is an option, it is not the option the County has chosen to take. The County shall consider other viable treatment systems such as micro and ultra filtration as well as conventional media filtration for the treatment system.

The County shall own, operate and be the only customer of this water system to serve its need.

Note: The County does not have CAD files and there are no additional record drawings or as-builts available for this site. The County does not have additional geotechnical information.

B. SCOPE OF SERVICES

The goals of this project are to 1) result in the lifting of California Department of Public Health's (CDPH) Compliance Order Number 03-10-07CO-001 2), meet California Title 22 and CDPH requirements, and 3) upgrade and significantly improve the current water system at Frank Raines OHV Park.

This project encompasses the design and add alternate construction support services of a filtration system and network level distribution system (for the purposes of this Agreement a "network level distribution system" shall mean schematic nodes of demands and supplies with appropriate sized pipe between) for the production of 1) drinking water and 2) non-potable water for irrigation and fire hydrant feeds at Frank Raines Park. Stanislaus County Department of Public Works shall provide construction inspections and management. The Consultant shall provide to the County a "Master Plan" approach for mitigating the existing challenges. The Master Plan shall provide a phased approach for mitigating the existing challenges. The project shall be completed in phases, with a Master plan created for all improvements required, followed by phase design and construction. The Master Plan phase shall include permitting through the State, include enough detail to allow the permitting and give the County the ability to immediately address the source water protection and development. It shall also include a new cover for the existing spring to protect it from pollutants, treatment prior to distribution, designed membrane micro or ultra filtration treatment system, separation of irrigation water from potable water requiring means and method for ensuring no cross-connection of the two systems in the future, new storage tanks to provide adequate storage, and replace distribution lines that are old or in poor condition as determined by field investigation and park staff knowledge.

For the purpose of this Agreement the phases are defined as follows:

- Phase 1 - Master Plan Report
- Phase 1A - Source Protection Design and Assistance During Construction.
- Phase 1B – Treatment and Potable Storage Design and Assistance During Construction*
- Phase 2 – Storage Design and Assistance During Construction*
- Phase 3 – Distribution System Design and Assistance During Construction*

*Consultant shall perform Phase 1 and 1A tasks concurrently. Certain tasks within Phase 1B, Phase 2 and Phase 3 shall be performed by the Consultant concurrently with Phase 1A.

The Consultant shall provide all the labor and material to perform professional engineering design services and related work necessary to meet the goals of this project, identify, select, conceptualize and design the surface water filtration and network level distribution system, including the integration of the filtration system into the existing distribution system in accordance with the requirements herein and the requirements set forth by the CDPH. The Consultant shall provide the County construction drawings, specifications, engineering estimates, and assist the County with construction bid documents and support during the County's Public Works bidding process for work agreed to in this Agreement. Consultant shall work with the CDPH to obtain approval of the water system concept, drawings and specifications. If desired by the County, construction support services shall consist of as needed/periodic site visits, review of drawings and specifications, respond to Request for Information (RFI) and clarification from the contractor, review contractor's material submittals, and address any and all technical issues encountered during the construction of Phases.

1. DESIGN SERVICES FOR A FILTRATION AND DISTRIBUTION NETWORK WATER SYSTEM:

Consultant services shall include, but not be limited to the following:

- a. Engineering services at a Master Plan level include, but are not limited to, a detailed budget, engineer's estimate, materials list, type of treatment equipment, etc., for the selection of a filtration system and distribution integration. The work shall include layout of structures, tanks, pipes, pumps, and other necessary equipment for a filtration system's production and network level distribution of drinking water.

As a part of the Master Plan phase, the design engineer shall include plans, specifications and estimates for construction of the proposed remediation solution of the compliance order from the State of California.

- b. Surveying services as needed to prepare plans. County shall provide vertical and horizontal control points to the Consultant.
- c. Consultant shall identify all permits (i.e. water board, air board & waste board permits, etc.) as well as environmental clearance, if applicable, anticipated to be needed and clearly explain the proposed permitting sequencing strategy for obtaining permits (i.e., the proposed order in which permit applications shall be permitted and its time frame relating to the project development overlap using the critical path method (C.P.M.).
- d. Prepare an estimated timeline to complete permitting, construction bidding and construction. County shall approve a finalized Master Plan project schedule, which includes a schedule through completion of construction.
- e. A Conceptual Design – Consultant shall include a conceptual design approach and design presentation for the Master Plan and proposed remediation. This submittal shall include but not be limited to the following:
 - Statement of the design criteria for the project
 - Summary of calculations placed on a system schematic drawing
 - Results of modeling required to lay out the distribution system
 - Schematic equipment plans of buildings
 - Schematic site plans for "major" sites (building/tank site, spring site)
 - Manufacturer's cut sheets for major equipment (water treatment equipment, chlorinator, etc.)
- f. Scheduling and coordinating meetings.

- g. Provide a cost benefit analysis for a 20-year operation and capital costs for the top two preferred systems.
- h. Preliminary Design; - Based on the information contained in the engineering technical report and input provided by the County, the Consultant shall incorporate the pertinent information into the completed conceptual design and complete a detailed design of the proposed filtration and network level/existing distribution system. The design shall maximize the water filtration and comply with current water regulations applicable to the system. The design shall be of suitable detail to enable the full permitting of the project.

The design shall include basic information on the entire water filtration system and its distribution, including proposed phasing and a permit level design of all work to be initially constructed. The County does not expect this project to include replacement or the addition of sprinklers. It includes only the areas that are currently being irrigated. The Consultant shall include new distribution supply lines and controllers where necessary as part of the new irrigation system design, but not individual sprinklers. The existing individual Recreational Vehicle (RV) hookups shall be left intact. The new supply lines shall run to the distribution network. The County anticipates the total replacement of the water distribution supply pipelines to address the separate irrigation and potable water needs for the Frank Raines Park.

The Consultant's permitting role shall be limited to identification of permits, environmental clearances, permit scheduling and if necessary identification of CEQA. Consultant shall revise and finalize design as necessary to incorporate permit conditions. Consultant shall provide County with electronic copy of final plans, specifications and construction documents.

- i. For remediation of boil order scope of work, Consultant shall submit itemized engineer's Construction cost estimates at 50% and 95%, 3 sets of preliminary engineering plans and specifications, final design and provide written bid item measurement and payment recommendations to the County with 100% estimate.
- j. Consultant shall identify all permits, environmental clearances and permit schedules required for this project. This includes identification of CEQA if it is determined necessary. The County shall be responsible for drafting their own CEQA document and Consultant shall provide the County support as required to complete the CEQA document. All engineering and water filtration and system distribution design documentation required by the CEQA document shall be provided to the County by Consultant for completion of the Environmental document.
- k. Consultant shall obtain approval of the final design documents for all of the phases identified in this Agreement. Consultant shall revise and finalize design and include up-dates to the site's technical document and as necessary incorporate permit conditions.
- l. If County requests the Consultant to provide support during the County's construction bidding process the Consultant's support shall include: attendance at the pre-bid conference, responding to questions from prospective bidders and preparation of technical responses for the County to issue addendums for design bid documents.
- m. Consultant shall recommend to the County methods (i.e. dispose, demolish, abandon, fill) to address the existing obsolete water system infrastructure and/or any other facilities not mentioned herewith.

Consultant shall make general recommendations for Master Plan demolition, which may include recommendation to properly demolish and dispose of obsolete water infrastructure including substandard irrigation water pipelines, pumps, two concrete water tanks, two small diameter wells, one stilling well, valve complexes, electrical components and old fencing. This may include use of fill as needed to leave the locations containing demolished infrastructure in a natural state or recommend other options depending of the environmental impact that it might create.

During design, the Consultant shall provide detailed demolition plans, including but not limited to substandard irrigation water pipelines, pumps, two small diameter wells, one stilling well, valve complexes, electrical components and old fencing. This shall include use of fill as needed to leave the locations containing demolished infrastructure in a natural state or recommend other options depending of the environmental impact that it might create.

- n. Consultant's design for the Phase 1A remediation shall include a finalized method to properly demolish and dispose the obsolete water infrastructure.

- o. Consultant shall include in the design methods to protect the large diameter well source and critical equipment.
- p. Consultant shall include in the production and delivery a total of three (3) sets of as built drawings to the Department of Parks and Recreation and Department of Public Works. The contractor awarded the construction of the phase(s) shall provide Consultant a redline copy of any change and Consultant shall update the as built drawing to incorporate any changes and provide the County three (3) sets of the updated as built drawings.

As part of the consultant's preparation of Record Drawings (as-built), the consultant shall provide a schematic drawing of the new system's operations showing valves, lines, and system components. Training on the new system to County staff shall be incorporated as part of a deliverable upon notice of completion for each Phase constructed and if applicable for entire system, if built in its entirety.

- q. Consultant shall consider adding a connection of the Day Use Area artesian well to the irrigation system. This well contains salts and solids that make the water unsuitable for consumption but acceptable for occasional irrigation. Testing results are available for review upon request. The design should include a connection from the Day Use Area artesian well to the irrigation system in a manner that shall not allow this water to mix with potable water. It is yet to be determined if this connection shall be part of the construction phase.
- r. Consultant's conceptual design shall define and explain what environmental requirements and clearance/permitting requirements (i.e. CEQA, etc.) with supporting studies are required.
- s. Network level water distribution shall mean that the Consultant consider and model the existing system as shown from the Sauers Engineering (Consultant County previously contracted with) technical document including demands and pipe sizes.
- t. Consultant (with input from the contractor awarded the construction contract and with input and approval from the California Department of Public Health, Department of Public Works and the Department of Parks and Recreation) shall provide an Operation Plan.
- u. System modification designs must be approved by the California Department of Public Health and the Department of Public Works and result in the lifting of Compliance Order No. 03-10-07CO-001 when constructed.

2. **ADD ALTERNATE: CONSTRUCTION SUPPORT SERVICES FOR THE WATER FILTRATION AND NETWORK LEVEL DISTRIBUTION SYSTEM:**

The County may request the Consultant to perform construction support services for the water filtration and network level distribution system. The construction support services that may be requested by the County for Consultant to perform shall include but not be limited to, the following:

- a. Periodic site visits on an as needed basis for technical issues, Quality Assurance Services related to the water quality control due to the permitting of all regulatory agencies.

The construction observation services shall include the implementation of the Construction Quality Assurance Services Plan. The Consultant shall perform each phase of the quality assurance to meet the regulatory agencies on the water filtration system.

County's Department of Public Works shall provide construction administration with the Consultant providing technical field expertise on an as-needed basis.

- b. Attend pre-construction meetings with the County and Contractor. The objective of the meeting will be to assist the Department of Public Works to outline construction requirements, review the schedule, establish a working/reporting relationship between the parties, and review health and safety considerations.
- c. Periodic attendance as needed at construction progress meetings with the County Engineer and construction contractor.
- d. Review and approve contractor's technical submittals, including material product and performance data, and manufacturer's installation instructions for the water filtration and distribution integration system.

- e. Periodic observance and verification that construction materials and procedures are as per the contract documents.
- f. Periodic observance and documentation of filtration system components construction.
- g. Assist the County with review of field changes initiated by the County and/or construction contractor, but not limited to request for information, change order, substitutions, and inspection of the work.
- h. Conduct pre-final and final inspections of the installed surface water treatment device. A punch list which details observed deficiencies will be provided to the Contractor.
- i. Review as-built plans, surveys, and record specifications submitted by the construction contractor to verify consistency with field observations, and contract documents. Submit final record drawing (as-builts) as the engineer of record.
- j. Construction staking shall be included in the construction document for the contractor awarded the contract to supply.
- k. Prepare Construction Observation Plan and Health and Safety Plan for the water filtration system installation.

3. **DETAILED WORK PLAN**

The Consultant's services shall include but not be limited to the following detailed work plan:

Phase 1 and Phase 1A:

Task 1 – Project Initiation

Project initiation includes a start up meeting at Frank Raines OHV Park with the County staff knowledgeable about the current water system, the County's Engineer responsible for plan check, the design Engineers and sub consultants (as required), for the purpose of identifying goals and expectations.

Consultant shall gather data about the system, note existing equipment, and the County's desire to keep, demolish, or abandon infrastructure and/or equipment. Consultant shall stake pertinent locations for the Consultant's sub-consultant's Geotechnical Engineer and Surveyors.

Deliverable: Meeting minutes to include a date specific task list identifying a responsible person for each specific task deliverable, distributed in PDF to all meeting attendees.

Task 2 – Site Investigations

Consultant shall capture survey data electronically using total station survey instruments, the easterly ¼ of the campground area, the westerly half of the day-use area and the road between. Cross sections shall be measured along the road at maximum 50' intervals. The survey data shall be reduced and analyzed by Consultant for completeness and accuracy. Consultant shall place the data in a CAD environment. Consultant shall produce mapping at a scale of 1 inch = 40 feet. Contour intervals shall be one foot. Consultant shall use Autocad version 2008 as the drafting platform for this project.

Consultant's surveyors shall capture survey data for the entire master planned area (all phases). Consultant's sub-consultant, Blackburn Consulting, shall excavate and sample four to five tests pits with a rubber tire backhoe to depths ranging from 10 to 15 feet (or refusal) to observe subsurface conditions. Test pits shall be located in the proposed improvement areas. The test pits shall be backfilled with the excavated soils upon completion and wheeled rolled with the backhoe.

Consultant's sub-consultant shall perform a seismic refraction survey at two to three locations within the proposed project areas in order to estimate the depth and rip ability of the rock. They shall perform tests on representative samples obtained from the exploration test pits to determine plasticity index, soil classification, bearing capacity, remolded direct shear parameters, resistivity, pH, and soil corrosion potential.

Consultant's sub-consultant shall investigate and provide geotechnical recommendations for the entire master planned area (all phases).

Deliverables:

- 1) Autocad version 2008 topographic map of area surveyed, with all layers and attachments.
- 2) Geotechnical report, containing project and site description, description of subsurface conditions, CBC seismic design parameters, site seismicity including distance to nearby faults and peak ground acceleration, recommendations for grading, including original ground preparation, materials excavation/placement and cut/fill slopes, foundation recommendations for structures including allowable bearing capacity, settlement estimates, passive soil pressure and friction to resist sliding, risk management and limitations, vicinity map, geologic map, fault map, site plan showing the approximate location of the test pits, test pit logs, seismic refraction results, and laboratory test results.

Task 3 – Master Plan

Consultant shall include in the Master Plan, details on the entire water system replacements and upgrades. Consultant shall incorporate all phases of construction into the Master Plan. Modeling shall be done on the existing system, as required, to design for efficient pipe sizes and provide adequate storage. Consultant's recommendation to the County shall be made regarding size of infrastructure and sequence of work to be performed. Consultant shall include the possibility of connecting the existing well at the day use areas to the new irrigation system to provide supplemental water. Based on preliminary calculations, major equipment (such a water treatment equipment, water storage tanks, chlorine analyzing and pumping equipment) shall be selected by County and Consultant. Consultant's sub-consultant, Mars Burnside Engineering, shall provide electrical engineering recommendations. Consultant shall provide constructions costs for all phases of construction, as well as, a timeline/schedule for construction. The Consultant shall provide the County a report bound and sealed by a California Professional Engineer.

Deliverables:

Three (3) hard copies of the Master Plan report, including all calculations, schematic site plans, selection of major equipment, conclusions and recommendations, electrical engineering criteria/recommendations, cost estimate, and timeline/schedule.

Task 4 – Phase 1A – Source Protection 50% Design

This phase shall include rehabilitation of the spring box area. Consultant shall provide the best solution and design for this phase, including but not limited to the removal of the existing building and construction of a concrete or steel cover over the spring box and not the construction of a new building at this location. New pre-cast concrete building/structure may be a valid alternate. The areas existing fence may be retained to prevent surface contamination of the spring box from people and animals.

Some solutions the Consultant shall consider to handle the abandoned facilities include but are not limited to the following:

- Simple abandonment (no stabilization)
- Stabilize and leave in place
- Remove /restore.

Consultant and County shall consider if the following facilities shall be abandoned under this project and consider the best method for abandoning facilities should it be decided to abandon these facilities. These methods shall include but not be limited to the following:

- Spring Box Building – Remove (space needed for new structures)
- Abandoned Residence at New Tank Site – Remove (space needed for new structures)
- Abandoned Spring Boxes – Stabilize (remove top three feet of structure and fill to surface)
- Pumps, Above-ground, Piping and Mechanical Equipment – Remove
- Buried Pipelines – Stabilize (plug ends with concrete, leave in place)
- Fencing – Remove and restore surface
- Existing Water Tank – Stabilize as necessary (specific abandonment requirement shall be determined during Master Plan phase).

Consultant shall prepare Construction Documents for Phase 1A, Source Protection. Consultant shall design demolition of existing source protection, a site plan of the existing spring location, and plan and section views of the spring. Consultant shall prepare a 50% construction cost estimate. Consultant shall write technical specifications. Consultant shall coordinate plan review with the California Department of Public Health.

Deliverables:

- Five (5) sets of bond plans
- Five (5) copies of the project cost estimate
- Geotechnical report (if not previously submitted)
- Five (5) copies of technical specifications
- Design calculations
- First draft copy of operations plans

Task 5 – Phase 1A – Source Protection 95% Design

Consultant shall incorporate comments provided on the 50% design documents. Consultant shall update/complete drawings and cost estimate. Consultant shall provide additional details for the project.

Deliverables:

- Response to 50% comments document/spreadsheet
- Five (5) sets of bond plans
- Five (5) copies of the project cost estimate
- Five (5) copies of technical specifications
- Design calculations

Task 6 – Phase 1A – Source Protection Final Design

Consultant shall complete drawings and specifications and address any comments made at the 95% level. If required, Consultant shall provide a response to comments document.

Deliverables:

- Response to 95% comments document/spreadsheet (if required)
- Five (5) sets of stamped/signed bond plans
- Five (5) copies of the project cost estimate
- Five (5) copies of stamped and signed technical specifications, design calculations, completed operations plan.
- Autocad and Microsoft Word versions of all final documents.
- As-Built plans (Record Drawings) , operation manuals and on-training for County staff if applicable

Task 7 – Assistance During Construction (Add Alternate)

Consultant shall provide an engineer to attend the pre-bid and pre-construction conferences, as well as, the final inspection, response to a maximum of three (3) RFIs and eight (8) submittals. Consultant shall provide an Engineer to perform two (2) periodic site visits during construction of Phase 1A.

Deliverables:

- Agenda for pre-bid conference
- Minutes for pre-bid conference
- Minutes for pre-construction conference
- Return RFI documents with input
- Return submittals with review comments and recommendations
- Trip report after each site visit
- Summary of final inspection

Phase 1B:

Task 1 – Phase 1B – Treatment and Potable storage 50% Design

In this part of phase 1 Consultant shall provide the best solution and design for a water treatment plant, including but not limited to the separation of the system into potable and irrigation systems. This may also include a treatment unit at a possible new storage tank location (the abandoned residence) where two (2) storage tanks may be required: potable and irrigation and two (2) overlapping piping systems may need to be developed with adequate cross-connection control being developed, per DHS

requirements. This includes an approved system of pipeline identifications so that crews do not mistakenly make future connections to the wrong system, and identification of potable/irrigation line separations, per DHS requirements. Consultant shall minimize redundant piping and simplify the overall water system, which may include placing a new water treatment unit at a new storage site. Some interconnecting piping, including a possible new irrigation main will need to be constructed. The existing storage tank may remain on-line to be used as irrigation storage until Phase 2 construction is completed. Under this phasing the day use area shall not have potable water until completion of phase 2 construction. If desired by the County the new potable water line to the day use area may be constructed under phase 1B to eliminate this constraint. Advantages to this arrangement include:

- The water treatment plant shall be constructed out of the flood plain.
- Existing electrical and sewer connections (for the residence) may be available for the treatment plant.
- Two pipes will be installed up the hill from the main distribution system, versus three pipes if the treatment unit is placed at the spring box location.
- Provision of a CT tank to provide chlorine contact time prior to the first user will be eliminated. If adequate CT cannot be obtained in the main from potable storage to campground, then storage tank baffles shall be added for additional contact time.

Consultant anticipates the proposed system shall require only one pump to provide both irrigation and potable flows to the respective tanks. Consultant anticipates a second pump being installed as a standby unit.

Consultant shall provide the construction documents which shall include plans and specifications prepared for Phase 1B, Treatment and Potable Storage. Consultant shall design the Demolition of the Treatment plant/new potable water storage tank site (existing house), site plan for the new treatment and storage, water storage tank plans and sections, a new treatment plant building plan, building equipment plan, and building piping plan. Consultant shall provide to the County new waterline plans and profiles, and required electrical engineering drawings. Consultant shall draft an Operations Plan. The 50% construction cost estimate provided by the Consultant shall include the treatment and potable storage. The technical specifications provided by the Consultant shall include the treatment and potable storage. Early plan review coordination with Department of Public Health shall include the treatment and potable storage.

Deliverables:

- Five (5) sets of bond plans (civil and electrical)
- Five (5) copies of the project cost estimate
- Five (5) copies of technical specifications, design calculations, first draft copy of Operations Plan.

Note: The above deliverables for this Task are the same as with Phase 1A plans and specifications. As designing treatment and storage shall add to the volume of the plans and specifications, Consultant shall deliver 5 plan sets including Phase 1A and 1B, not 10 plan sets, as it is all one project. The exception – Phase 1B includes an Operations Plan for the new water treatment system.

Task 2 – Phase 1B – Treatment and Potable Storage 95% Design

Consultant shall incorporate into the design comments provided on the 50% design documents. Consultant shall update and complete Drawings and Cost estimate. Consultant shall provide County additional details for the project.

Deliverables:

- Response to 50% comments document/spreadsheets
- Five (5) sets of bond plans
- Five (5) copies of the project cost estimate
- Five (5) copies of technical specifications and design calculations.

Task 3 – Phase 1B – Treatment and Potable Storage Final Design

Consultant shall complete the Drawings and Specifications and Consultant shall address any comments made at the 95% level. If required, Consultant shall provide County a response to comments document.

Deliverables:

- Response to 95% comments document/spreadsheet (if required)
- Five (5) sets of stamped/signed bond (or mylar) plans
- Five (5) copies of the project cost estimate
- Five (5) copies of stamped and signed technical specifications, design calculations and completed Operations Plan.
- Autocad and Microsoft Word versions of all final documents.
- As-Built plans (Record Drawings), operation manuals and on-site training for County staff if applicable

Task 4 – Assistance During Construction (Add Alternate)

Consultant's engineer shall attend the pre-bid and pre-construction conferences, as well as the final inspection, respond to a maximum of 5 additional RFI's (for Phase 1B), and 10 additional submittals (for Phase 1B). Consultant's Engineer shall make two periodic site visits during construction of the entire project. The Consultant's Electrical Engineer shall also provide construction support, as required.

Deliverables:

- Agenda for pre-bid conference
- Minutes for pre-bid conference
- Minutes for pre-construction conference
- Return RFI documents with input to the County
- Return submittals with review comments and recommendations to the County
- Trip report after each site visit
- Summary of final inspection.

Phase 2:

Task 1 – Phase 2 – Storage 50% Design

Consultant shall provide the best solution to address irrigation storage, including but not limited to new irrigation storage at a possible new storage tank location. The existing storage tank may be abandoned. This phase also includes the possibility of new water mains (potable and irrigation) being designed for construction to serve the day use area.

The construction documents will include plans and specifications prepared for Phase 2, Storage. A site plan for the new irrigation water storage tank, water storage tank plans and sections, and new waterline plans and profiles will be designed. The 50% construction cost estimate will include the irrigation storage. The technical specifications will include irrigation storage. Early plan review coordination with Department of Public Health will include irrigation storage.

Deliverables:

- Five (5) sets of bond plans
- Five (5) copies of the project cost estimate
- Five (5) copies of technical specifications and design calculations

Note: The deliverables are the same as with Phase 1A plans and specifications. Designing Phase 2 – Storage shall add to the volume of the plans and specifications, so it is all one project (i.e. Consultant shall deliver 5 plan sets including Phase 1A, 1B, and 2 not 15 plan sets).

Task 2 – Phase 2 – Storage 95% Design

Consultant shall incorporate into the design comments provided on the 50% design documents. Consultant shall update/complete drawings and cost estimate. Consultant shall provide County additional details for the project.

Deliverables:

- Response to 50% comments document/spreadsheet
- Five (5) sets of bond plans
- Five (5) copies of the project cost estimate

- Five (5) copies of technical specifications and design calculations

Task 3 – Phase 2 – Storage Final Design

Consultant shall complete the drawings and specifications and the Consultant shall address any comments made at the 95% level. If required, the Consultant shall provide a response to comments document to the County.

Deliverables:

- Response to 95% comments document/spreadsheet (if required)
- Five (5) sets of stamped/signed bond (or mylar) plans
- Five (5) copies of the project cost estimate
- Five (5) copies of stamped and signed technical specifications, design calculations, and completed Operations Plan.
- Autocad and Microsoft Word versions of all final documents.
- As-Built plans (Record Drawings), operation manuals and on-site training for County staff if applicable

Task 4 – Assistance During Construction (Add Alternate)

Consultant's engineer shall attend the pre-bid and pre-construction conferences, as well as the final inspection; respond to a maximum of 3 additional RFI's (for Phase 2), and 4 additional submittals (for Phase 2). Consultant's Engineer shall make two periodic site visits during construction of the entire project.

Deliverables:

- Agenda for pre-bid conference
- Minutes for pre-bid conference
- Minutes for pre-construction conference
- Return RFI documents with input
- Return submittals with review comments and recommendations
- Trip report after each site visit.
- Summary of final inspection.

Phase 3

Task 1 – Phase 3 – Distribution System 50% Design

The Consultant shall provide the best solution pertaining to the existing potable distribution system, which may include replacing the hookups at each pad if agreed to by the County that this is the best solution.

The construction documents shall include plans and specifications prepared for Phase 3, Distribution System. A site plan and the new waterline plan and profiles will be designed. The 50% construction cost estimate will include the distribution system. The technical specifications will include the distribution system. Early plan review coordination with Department of Public Health will include the distribution system.

Deliverables:

- Five (5) sets of bond plans
- Five (5) copies of the project cost estimate
- Five (5) copies of technical specifications and design calculations.

Note: The deliverables are the same as with Phase 1A plans and specifications. Designing Phase 3 – Distribution System shall add to the volume of the plans and specifications, so it is all one project (i.e. Consultant shall deliver 5 plan sets including Phase 1A, 1B, 2 and 3 not 20 plan sets).

Task 2 – Phase 3 – Distribution System 95% Design

Consultant shall incorporate into the design comments provided on the 50% design documents. Consultant shall update/complete drawings and cost estimate. Consultant shall provide the County additional details for the project.

Deliverables:

- Response to 50% comments document/spreadsheet
- Five (5) sets of bond plans
- Five (5) copies of the project cost estimate
- Five (5) copies of technical specifications and design calculations.

Task 3 – Phase 3 – Distribution System Final Design

Consultant shall complete Drawings and Specifications and Consultant shall address any comments made at the 95% level. If required, the Consultant shall provide a response to comments document to the County.

Deliverables:

- Response to 95% comments document/spreadsheet (if required)
- Five (5) sets of stamped/signed bond (or mylar) plans
- Five (5) copies of the project cost estimate
- Five (5) copies of stamped and signed technical specifications and design calculations.
- Autocad and Microsoft Word versions of all final documents.
- As-Built plans (Record Drawings), operation manuals and on-site training for County staff if applicable

Task 4 – Assistance During Construction (Add Alternate)

Consultant's engineer shall attend the pre-bid and pre-construction conferences, as well as the final inspection; respond to a maximum of 3 additional RFI's (for Phase 3), and 4 additional submittals (for Phase 3). Consultant's Engineer shall make two periodic site visits during construction of the entire project.

Deliverables:

- Agenda for pre-bid conference
- Minutes for pre-bid conference
- Minutes for pre-construction conference
- Return RFI documents with input
- Return submittals with review comments and recommendations
- Trip report after each site visit
- Summary of final inspection

C. DESCRIPTION OF TASKS/PRODUCTS

1. Engineering Data

The Consultant shall prepare the deliverables listed below for all final design tasks.

2. Plans

Plans prepared to an appropriate engineering scale with standard units unless otherwise directed, showing information needed to bid and construct Phase 1A, signed by a licensed engineer, and approved and signed by all appropriate local jurisdictions. Prepare in Autocad 14 or 2004 format or later using Autodesk software.

3. Cost Estimates.

A project cost estimate for each task shall be submitted with each design submittal. Estimates shall use as a basis, wherever possible, historic and current cost data from similar construction projects. Escalation factors shall be used to adjust item costs for to-date estimates. Estimates shall be prepared

using quantities extended by unit prices to the greatest extent possible. Lump-sum bid items shall only be used where appropriate. Contractor fees for permits, inspection, utility services and other known items of work shall be included in the cost estimate as allowances.

4. Calculations.

County may request calculations for specific items of work at each design submittal phase of the project. This shall include alignment calculations, structural calculations, water pressure calculations and any other necessary calculations. Upon completion of work, a copy of all design calculations shall be submitted to County for approval. Design calculations shall be submitted in a comb-bound notebook(s), in a neat condition and logical sequence.

5. Specifications.

The technical specifications shall be complete and ready for construction, including all specification to support the plans, identify material, indicate inspection and testing requirements, and ensure a quality product. The specifications shall be developed in MS Word 2000 format or later.

The draft specifications shall, as a minimum, be an outline of the specifications indicating format, numbering and section and subsection titles. A final camera-ready document shall be submitted following County's final acceptance of the specifications.

6. Submittals

County requires submittals in accordance with the approved schedule for each task. The California Department of Public Health and the County shall review and approve submittals. At least one set of documents shall be returned to the Consultant marked with comments and required changes and corrections from the County and CDPH. County or CDPH may require re-submittal of any required submittal or portion thereof.

The Consultant shall allow at least 15 working days for County submittal review, and 15 working days shall be allowed for the final submittal from receipt of the 95 percent or final review comments.

Submittals shall be submitted in accordance with the specific requirements listed below.

6.1 Plans

Five sets of plans for the Phase 1A remediation shall be submitted for review at 50 percent, 95 percent, and final completion level. The content, format and level of completion for each submittal shall be as specified in the County Standards; Caltrans May 2006 plans and specifications and any addendum thereafter; plumbing building code and all applicable codes related to the construction of this project or as approved by the County Public Works Project Manager.

Plans shall reference the following documents as applicable: County Standard Plans

6.2 Engineer's Estimate

Five copies of the Engineer's Estimate shall be submitted to County for each stage of review for review and comment.

6.3 Geotechnical Report

The Geotechnical Report for foundation analysis, if needed, shall be submitted with the 50 percent design submittal.

6.4 Submittal

Five sets each of the plans, technical specifications, cost estimate, and design calculations shall be submitted for approval. Upon approval, the Consultant shall continue to the next phase until all phases of percentage submittals have been met in full.

6.4.1 50 Percent Submittal.

Five sets of plans shall be submitted to County for review at the 50 percent completion level. The content, format and level of completion for this submittal shall be as specified in the County Standards or as approved by the County Project Manager and include a first draft operation plan.

Five copies of the project cost estimate.

6.4.2 95 Percent Submittal.

Five sets of plans shall be submitted to County for review at the 95 percent completion level. The content, format and level of completion for this submittal shall be as specified in the County Standards or as approved by the County Project Manager.

Five copies of the project cost estimate.

6.4.3 Final Submittal.

Five sets each of the final plans, technical specifications, with the incorporation of the County's Department of Public Works boiler plate, cost estimate, and design calculations shall be submitted for approval. Upon approval, the Consultant shall submit all original mylars of design plans, ACAD files in electronic format and specifications in MS Word format in accordance with County's Standards, five copies of the final cost estimate, one set of camera-ready specifications, and three copies of design calculations.

D. PROJECT MANAGER

The Consultant shall designate a Project Manager responsible for the overall and daily management of the design effort. The Project Manager shall be a registered civil engineer in the State of California. The Project Manager shall be dedicated to the overall contract management, including development of work orders, schedules, budgets, staffing, billing, and coordination of sub-consultants. The Project Manager may also be expected to make presentations concerning the project designs, schedules, and budgets to the County and other parties, both public and private.

Consultant agrees that so long as the Project Manager is an active employee of the Consultant, he/she shall be Project Manager for all work agreed to under this Agreement. If the Project Manager is removed by the Consultant while still an active employee of the Consultant without County's approval, the County shall assess as damages a penalty of \$10,000. The penalty assessed by County may be deducted from current billing due to the Consultant. However, notwithstanding the foregoing, the Project Manager is an at-will employee of the Consultant, and nothing in this paragraph shall cause or require the Consultant to be penalized in the event of termination of said at-will employment relationship. Consultant will be allowed to substitute the Project Manager without penalty, subject to County's written approval and with the understanding that there will be a training period provided at no additional expense to County, upon a 30-day written notice to County. County reserves the right to interview any replacement for the Project Manager and to approve or reject that individual.

Any individual above the Project Manager or not in the actual and direct performance of engineering work shall be considered in the overhead markup and shall not invoice their time against County projects.

The Consultant project manager will be required to attend one monthly meeting to discuss the current status of the overall contract with the Department's designee.

County reserves the right to have the Consultant remove and replace the Project Manager or any consultant or sub-consultant staff from the project for cause.

E. PROJECT WORK EFFORT

The Consultant shall perform services and provide staff adequate to meet the anticipated workload for the project.

F. EXPERTISE

The Consultant shall provide staff and expertise in all areas defined within this Agreement, including specialty areas and in particular the design of a surface water filtration system for the production of drinking water, through their own staff or by the use of designated sub-consultants. The Consultant shall utilize sub-consultants identified in their proposal with the expertise in all areas as defined in this Agreement. On occasion, the Consultant may need to hire specialty sub-consultants not previously identified in their proposal. In either case, County reserves the right to approve the use of sub-consultant firms proposed for specialty work.

The Consultant may provide staff with varying levels of expertise, however, work performed by subordinate staff members shall only be done under the direction of the designated responsible engineers, specified in the contract with the expertise in the required technical areas.

G. PROJECT COORDINATION

The Consultant shall coordinate and cooperate with State, County, local cities and agencies, and public and franchise utility companies.

The Consultant shall notify the County Project Manager immediately of any problems having an impact on either the project schedule or budget.

H. REDESIGN WORK

The Consultant shall be obligated to perform all required redesign work to correct any negligent design errors or omissions discovered during bidding or construction that are directly attributable to the Consultant at its own expense. Correction of design errors and omissions directly attributable to the Consultant shall be performed in a timely manner.

I. INVOICING

The following are guidelines regarding invoicing procedures:

Invoicing for personnel above the rate of Project Manager is not permitted and is considered an overhead cost to the Consultant, unless expressly requested by County or identified within the proposal.

Overhead staff (i.e., clerical staff) is non-billable, unless a project requires a large amount of clerical time. Where clerical billing is requested, Consultant shall provide detailed justification (e.g. scope of work) and budget estimate.

Accounting time associated with preparing Invoices, Work in Progress (WIP) and Accounts Receivable (AR) reports, and other necessary tasks, is non-billable.

Administrative assistance will be non-billable unless a project requires a large amount of administrative time. Where administrative assistance is requested, Consultant shall provide detailed justification (e.g. scope of work) and budget estimate.

If any personnel working on this contract are promoted, their billing rate will remain the same as indicated on the approved schedule of rates submitted with the initial contract or addendum thereafter.

The Consultant shall bill all active work orders on a monthly basis and shall provide a billing summary sheet of all work orders as an attachment. Each work order invoice shall include a brief description of the work completed to support the amount being invoiced.

J. COMPENSATION

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, not to exceed basis, based upon the rates set forth in Exhibit B attached hereto and made a part of this Agreement. Consultant may vary the compensation for each task in Exhibit B provided that the total project compensation listed in Exhibit B is not exceeded. In addition to the aforementioned fees, Consultant shall be reimbursed the Direct Expenses, which are the actual cost of 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 with no mark up added to the actual cost.
- ii. Any filing fees, permit fees, or other fees paid or advanced by the Consultant at actual costs with no mark up added to the actual cost.
- iii. Travel expenses shall be reimbursed in accordance with the County's travel policy, which is incorporated herein by reference. Reimbursement shall be made at actual costs with no mark up added to the actual cost.
- iv. Fees plus reimbursable expenses shall not exceed the amounts set forth in Exhibit B.

Fees plus reimbursable expenses shall not exceed the amounts set forth in Exhibit B and a copy of the original invoice for the items listed in i, ii or iii above shall be attached to the invoice submitted to the County for reimbursement. Payments shall be based upon work documents submitted by the Consultant to the County and accepted by the County, as being satisfactory to County's needs, not work in process. The County shall not pay a mark up on any of the above items listed in i, ii or iii or any item identified in Exhibit B. Items such company owned rental cars, fuel, a telephone, fax, postage or freight are already included in the billable hourly rate.

Mark up on subcontracting shall be 10%. Consultant shall submit to the County copies of original invoices from subconsultant.

K. INVOICE REMIT TO:

Consultant shall submit a detailed invoice 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 Environmental Resources
Attention: Accounts Payable
3800 Cornucopia Way, Suite C
Modesto, CA 95358

L. REPRESENTATIVES

The County representatives are David Leamon (209) 568-6130 and Jack Leguria (209) 450-8388. The Consultant's representative is Michael G. Thalhamer, PE, (916) 788-8122.

M. PROTECTION OF EXISTING FACILITIES

Consultant shall take every precaution to protect all public and private property during the performance of this Agreement. Any damages caused by Consultant's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Consultant.

N. SAFETY REQUIREMENTS

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

O. 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.

(Intentionally left blank)

Stipulated County - 09/11/15

**EXHIBIT B
PRICE SCHEDULE**

HOURLY RATES

The Consultant shall be compensated on a time and material basis based on the hourly rates set forth below and the not to exceed the total amounts as set forth below.

HOURLY RATES	
TITLE	Hourly Billable Rates
Project Director	\$200.00
Project Manager	\$149.00
Project Engineer	\$110.00
Drafter	\$100.00
Clerical	\$69.00

PROJECT PRICE

The below project pricing is devised to allow the County the ability to identify costs associated with the frequency of tasks performed in a given calendar year. The Consultant shall be compensated based on the billable hourly rates set forth above to perform the work associated with each task, not to exceed the amounts listed below. Maximum Total Not to Exceed Task Price includes fees, travel expenses, contingency items, equipment charges and reimbursable expenses that are reasonable, necessary and actually incurred by the Consultant in connection with the services. Consultant may exceed the "not to exceed" task totals, upon County's approval, however may not exceed the total not to exceed Contract Amount of \$ 209,283.00.

PROJECT PRICING SUMMARY

Phase	Task #	TASK DESCRIPTION	NOT TO EXCEED TOTAL
1	1	Project Initiation	\$ 3,531.00
1	2	Site Investigations	\$ 31,292.00
1	3	Master Plan Report	\$ 39,778.00
		Subtotal	\$ 74,601.00
1A	4	Phase 1A - Source Protection 50% Design	\$ 10,814.00
1A	5	Phase 1A - Source Protection 95% Design	\$ 13,731.00
1A	6	Phase 1A - Source Protection Final Design	\$ 4,319.00
		Subtotal	\$ 28,864.00
1A	7	Assistance During Construction - Phase 1A	\$ 10,466.00
		Subtotal	\$ 10,466.00
1B	1	Phase 1B - Treatment and Potable Storage 50% design	\$ 31,167.00
1B	2	Phase 1B - Treatment and Potable Storage 95% design	\$ 12,828.00
1B	3	Phase 1B - Treatment and Potable Storage Final design	\$ 3,501.00
		Subtotal	\$ 47,496.00
1B	4	Assistance During Construction - Phase 1B	\$ 8,934.00
		Subtotal	\$ 8,934.00
2	1	Phase 2 - Storage 50% Design	\$ 9,000.00
2	2	Phase 2 - Storage 95% Design	\$ 6,784.00
2	3	Phase 2 - Storage Final Design	\$ 2,267.00
		Subtotal	\$ 18,051.00
2	4	Assistance During Construction - Phase 2	\$ 2,583.00
		Subtotal	\$ 2,583.00

Phase	Task #	TASK DESCRIPTION	NOT TO EXCEED TOTAL
3	1	Phase 3 – Distribution System 50% Design	\$ 5,687.00
3	2	Phase 3 – Distribution System 95% Design	\$ 7,682.00
3	3	Phase 3 – Distribution System Final Design	\$ 2,336.00
		Subtotal	\$ 15,705.00
3	4	Assistance During Construction – Phase 3	\$ 2,583.00
		Subtotal	\$ 2,583.00
		PROJECT TOTAL	209,283.00

Task Details:

Task #	Description	Not to Exceed Task Amount
1	Project Initiation	
1.01	Start up Meeting at Frank Raines OHV Park	\$2,754.00
1.02	Stake site for survey and geotechnical *	\$ 777.00
	SUBTOTAL	\$3,531.00
2	Site Investigations	
2.01	Surveying - campground, Water Lines, Tank Locations, Day Use **	\$12,719.00
2.02	Geotechnical Investigations-Tank Locations, Source Protection, Water Lines**	\$18,573.00
	SUBTOTAL	\$31,292.00
3.01	Statement of Design Criteria	\$1,676.00
3.02	Calculations	\$1,974.00
3.03	Pipe sizing Calculations	\$ 880.00
3.04	Schematic Drawing incorporating Calculations	\$2,760.00
3.05	Schematic Equipment Plans	\$5,652.00
3.06	Schematic Site Plan (3 sheets)	\$6,032.00
3.07	Selection of major equipment	\$2,952.00
3.08	Electrical Engineering Design Criteria (subconsultant)**	\$4,840.00
3.09	Estimate of Cost	\$2,952.00
3.1	Timeline/Schedule	\$2,356.00
3.11	QA/QC	\$2,196.00
3.12	Coordination Meetings (two meetings)	\$5,508.00
	SUBTOTAL	\$39,778.00
4	Phase 1A Source Protection 50% Design	
4.01	Title Sheet	\$ 510.00
4.02	Demolition Plan	\$1,440.00
4.03	Site Plan	\$1,880.00
4.04	Plan/Section of Spring	\$1,880.00
4.05	Construction Cost Estimate	\$ 958.00
4.06	Specifications	\$1,274.00
4.07	Coordinate Submittal to DPH for initial review	\$ 220.00
4.08	QA/QC	\$1,098.00
4.09	Coordination Meeting	\$1,554.00
	SUBTOTAL	\$10,814.00

** Not to exceed costs of \$12,250.00, \$18,104.00 and \$4,840.00 respectively are included in totals for Consultant's use of subconsultants.

Task #	Description	Not to Exceed Task Amount
5	Phase 1A Source Protection 95% Design	
5.01	Respond to 50% Comments	\$1,676.00
5.02	Update/Complete 50% Drawings	\$4,880.00
5.03	Details (two sheets)	\$2,480.00
5.04	Abbreviations, General Notes, Symbols (one sheet)	\$ 400.00
5.05	Update Construction Cost Estimate	\$1,036.00
5.06	Update/Complete Specifications	\$ 509.00
5.07	QA/QC	\$1,196.00
5.08	Coordination Meeting	\$1,554.00
	SUBTOTAL	\$13,731.00
6	Phase 1A Source Protection Final Design	
6.01	Complete Drawings	\$2,236.00
6.02	Complete Specifications	\$ 807.00
6.03	QA/QC	\$ 698.00
6.04	Prepare Package and Transmit to Stanislaus County	\$ 578.00
	SUBTOTAL	\$4,319.00

*Same trip as startup meeting

Add Alternate Phase 1A -- (If County requests assistance during construction the pricing is below)

Task #	Description	Not to Exceed Task Amount
7	Assistance During Construction	
7.01	Attend Pre-Bid Conference	\$1,341.00
7.02	Attend Pre-Construction Conference	\$1,341.00
7.03	Respond to RFI (3 max)	\$1,107.00
7.04	Submittal Review (8 max)	\$2,952.00
7.05	Periodic Site Visits (2 trips)	\$2,384.00
7.06	Attend Final inspection	\$1,341.00
	SUBTOTAL	\$10,466.00

PHASE 1B

Task #	Description	Not to Exceed Task Amount
1	PHASE 1B (Concurrent with Phase 1A) -- Treatment and Potable Storage 50% Design	
1.01	Title Sheet*	\$0.00
1.02	Demolition Plan (Treatment Plan/Tank Site)	\$1,240.00
1.03	Site Plan	\$1,880.00
1.04	Tank Plans & Sections (two sheets)	\$1,880.00
1.05	Building Plan	\$1,480.00
1.06	Building Equipment Plan	\$1,680.00
1.07	Building Piping Plan	\$1,880.00
1.08	Water Line Plan/Profile (three sheets)	\$4,600.00
1.09	Electrical Drawings/Specs (subconsultant)**	\$7,660.00
1.10	Construction Cost Estimate	\$1,178.00
1.11	Specifications (Major Equipment Only)	\$3,246.00

Task #	Description	Not to Exceed Task Amount
1.12	Operations Plan	\$3,576.00
1.13	Coordinate submittal to DPH for initial review*	\$0.00
1.14	QA/QC *	\$349.00
1.15	Coordination Meeting*	\$518.00
	SUBTOTAL	\$31,167.00
2	PHASE 1B - Treatment and Potable Storage 95% Design	
2.01	Respond to 50% Comments*	\$738.00
2.02	Update/Complete 50% Drawings	\$2,440.00
2.03	Details (two sheets)	\$4,960.00
2.04	Abbreviations General Notes, Symbols (one sheet)*	\$0.00
2.05	Update Construction Cost Estimate	\$1,036.00
2.06	Complete Specifications	\$509.00
2.07	Update Operations Plan	\$1,788.00
2.08	QA/QC*	\$1,098.00
2.09	Coordination Meeting*	\$259.00
	SUBTOTAL	\$12,828.00
3	PHASE 1B - Treatment and Potable Storage Final Design	
3.01	Complete Drawings*	\$1,918.00
3.02	Complete Specifications	\$438.00
3.03	Complete Operations Plan	\$596.00
3.04	QA/QC*	\$549.00
3.05	Prepare Package and Transmit to Stanislaus County*	\$0.00
	SUBTOTAL	\$3,501.00

*Cost reduced or eliminated only when done concurrently with Phase 1A.

** Not to Exceed Costs of \$7,260.00 are included for subconsultant.

Add Alternate Phase 1B - (If County requests assistance during construction the pricing is below)

Task #	Description	Not to Exceed Task Amount
4	Assistance During Construction	
4.01	Attend Pre-Bid Conference*	\$0.00
4.02	Attend Pre-Construction Conference*	\$0.00
4.03	Respond to RFI (5 max)	\$1,845.00
4.04	Submittal Review (10 max)	\$3,690.00
4.05	Periodic Site Visits (2 trips)*	\$0.00
4.06	Electrical Engineer Construction Support**	\$3,399.00
4.07	Attend Final inspection*	\$0.00
	SUBTOTAL	\$8,934.00

*Cost reduced or eliminated only when done concurrently with Phase 1A.

** Not to exceed costs of \$2,999.00 are included for subconsultant.

PHASE 2

Task #	Description	Not to Exceed Task Amount
1	PHASE 2 (Concurrent with Phase 1A and 1B) - Storage 50% Design	
1.01	Title Sheet*	\$0.00
1.02	Site Plan	\$0.00
1.03	Water Line Plan/Profile (ten sheets)	\$6,800.00
1.04	Tank Plans & Sections (two sheets)	\$2,000.00
1.05	Construction Cost Estimate*	\$0.00
1.06	Specifications (Major Equipment Only)*	\$0.00
1.07	Coordinate submittal to DPH for initial review*	\$0.00
1.08	QA/QC	\$200.00
1.09	Coordination Meeting*	\$0.00
	SUBTOTAL	\$9,000.00
2	PHASE 2 (Concurrent with Phase 1A and 1B) - Storage 95% Design	
2.01	Respond to 50% comments*	\$369.00
2.02	Update/Complete 50% Drawings*	\$2,440.00
2.03	Details (two sheets)	\$2,480.00
2.04	Abbreviations, General Notes, Symbols (one sheet)*	\$0.00
2.05	Update Construction Cost Estimate	\$1,036.00
2.06	Complete Specifications	\$0.00
2.07	QA/QC*	\$200.00
2.08	Coordination Meeting*	\$259.00
	SUBTOTAL	\$6,784.00
3	PHASE 2 (Concurrent with Phase 1A and 1B) - Storage Final Design	
3.01	Complete Drawings*	\$1,718.00
3.02	Complete Specifications	\$0.00
3.03	QA/QC*	\$549.00
3.04	Prepare Package and Transmit to Stanislaus County*	\$0.00
	SUBTOTAL	\$2,267.00

*Cost reduced or eliminated only when done concurrently with Phase 1A.

Add Alternate Phase 2 - (If County requests assistance during construction the pricing is below)

Task #	Description	Not to Exceed Task Amount
4	Assistance During Construction	
4.01	Attend Pre-Bid Conference*	\$0.00
4.02	Attend Pre-Construction Conference*	\$0.00
4.03	Respond to RFI (3 max)	\$1,107.00
4.04	Submittal Review (4 max)	\$1,476.00
4.05	Periodic Site Visits (2 trips)*	\$0.00
4.06	Attend Final inspection*	\$0.00
	SUBTOTAL	\$2,583.00

*Cost reduced or eliminated only when done concurrently with Phase 1A.

PHASE 3

Task #	Description	Not to Exceed Task Amount
1	PHASE 3 (Concurrent with Phase 1A, 1B and 2) – Distribution System 50% Design	
1.01	Title Sheet*	\$0.00
1.02	Site Plan	\$0.00
1.03	Water Line Plan/Profile (ten sheets)	\$4,400.00
1.04	Construction Cost Estimate*	\$738.00
1.05	Specifications (Major Equipment Only)*	\$0.00
1.06	Coordinate submittal to DPH for initial review*	\$0.00
1.07	QA/QC	\$549.00
1.08	Coordination Meeting*	\$0.00
	SUBTOTAL	\$5,687.00
2	PHASE 3 (Concurrent with Phase 1A and 1B and 2) – Distribution System 95% Design	
2.01	Respond to 50% comments*	\$369.00
2.02	Update/Complete 50% Drawings*	\$2,440.00
2.03	Details (two sheets)	\$2,480.00
2.04	Abbreviations, General Notes, Symbols (one sheet)*	\$0.00
2.05	Update Construction Cost Estimate	\$1,036.00
2.06	Complete Specifications	\$0.00
2.07	QA/QC*	\$1,098.00
2.08	Coordination Meeting*	\$259.00
	SUBTOTAL	\$7,682.00
3	PHASE 3 (Concurrent with Phase 1A and 1B and 2) – Distribution System Final Design	
3.01	Complete Drawings*	\$1,718.00
3.02	Complete Specifications	\$0.00
3.03	QA/QC*	\$549.00
3.04	Prepare Package and Transmit to Stanislaus County*	\$0.00
	SUBTOTAL	\$2,267.00

*Cost reduced or eliminated only when done concurrently with Phase 1A.

Add Alternate Phase 3 - (If County requests assistance during construction the pricing is below)

Task #	Description	Not to Exceed Task Amount
4	Assistance During Construction	
4.01	Attend Pre-Bid Conference*	\$0.00
4.02	Attend Pre-Construction Conference*	\$0.00
4.03	Respond to RFI (3 max)	\$1,107.00
4.04	Submittal Review (4 max)	\$1,476.00
4.05	Periodic Site Visits (2 trips)*	\$0.00
4.06	Attend Final inspection*	\$0.00
	SUBTOTAL	\$2,583.00

PROJECT TOTAL \$209,283.00

*Cost reduced or eliminated only when done concurrently with Phase 1A.

MAN HOURS

The following resources Consultant has identified to utilize to complete the Scope of Work identified in Exhibit A. The Consultant, upon approval from the County, may utilize more or less of the identified resources to perform a specific task as long as the total Agreement price is not exceeded.

Task Number	Projector Director Psomas	PM Psomas	PE Psomas	Draft Psomas	Clerical Psomas	Total
1	Project Initiation					
1.01	6	6	6			18
1.02*		3	3			6
2	Site Investigations					
2.01	2				1	3
2.02	2				1	3
3	Master Plan Report					
3.01	1	4	8			13
3.02	1	6	8			15
3.03			8			8
3.04			16	10		26
3.05	1	8	16	25		50
3.06	1	8	24	20		53
3.07		8	16			24
3.08						
3.09		8	16			24
3.10		4	16			20
3.11	8	4				12
3.12	12	12	12			36
4	Phase 1A – Source Protection 50% Design					
4.01			1	4		5
4.02	1		4	8		13
4.03	1		8	8		17
4.04	1		8	8		17
4.05		2	6			8
4.06	1		6		6	13
4.07			2			2
4.08	4	2				6
4.09		6	6			12
5	Phase 1A – Source Protection 95% Design					
5.01	1	4	8			13
5.02	2		8	36		46
5.03			8	16		24
5.04				4		4
5.05		4	4			8
5.06			4		1	5
5.07	3	4				7
5.08		6	6			12
6	Phase 1A – Source Protection Final Design					
6.01	1	4	4	10		19
6.02		2	4		1	7
6.03	2	2				4
6.04			4		2	6
7	Assistance During Construction					
7.01		9				9
7.02		9				9
7.03		3	6			9
7.04		8	16			24
7.05		16				16
7.06		9				9
TOTAL	51	161	262	149	12	635

Phase 1B (concurrent with Phase 1A)

Task Number	Projector Director Psomas	PM Psomas	PE Psomas	Draft Psomas	Clerical Psomas	Total
1	Phase 1B – Treatment and Potable Storage 50% Design					
1.01*			0	0		0
1.02			4	8		12
1.03	1		8	8		17
1.04	1		8	8		17
1.05	1		8	8		17
1.06			8	8		16
1.07	1		8	8		17
1.08			20	24		44
1.09	2					2
1.10		2	8			10
1.11			27		4	31
1.12		24				24
1.13			0		0	0
1.14*	1	1				2
1.15*		2	2			4
2	Phase 1B – Treatment and Potable Storage 95% Design					
2.01*		2	4			6
2.02*	1		4	18		23
2.03			16	32		48
2.04*				0		0
2.05		4	4			8
2.06			4		1	5
2.07		12				12
2.08*	4	2				6
2.09*		1	1			2
3	Phase 1B – Treatment and Potable Storage Final Design					
3.01*	1	2	2	12		17
3.02		1	2		1	4
3.03		4				4
3.04*	2	1				3
3.05*			0		0	0
4	Assistance During Construction – (Add Alternate)					
4.01*		0				0
4.02*		0				0
4.03		5	10			15
4.04		10	20			30
4.05*		0				0
4.06	2					2
4.07*		0				0
TOTAL	17	73	168	134	6	398

* Cost reduced or eliminated only when done concurrently with Phase 1A

Phase 2 – (concurrent with Phase 1A and 1B)

Task Number	Projector Director Psomas	PM Psomas	PE Psomas	Draft Psomas	Clerical Psomas	Total
1	Phase 2 – Storage 50% Design					
1.01*			0	0		0
1.02*			0	0		0
1.03			40	24		64
1.04*			10	9		19
1.05*		0	0			0
1.06*			0			0
1.07*			0		0	0
1.08	1	0				1
1.09*	0	0	0			0
2	Phase 2 – Storage 95% Design					
2.01*		1	2			3
2.02*	1		4	18		23
2.03*			8	16		24
2.04				0		0
2.05		4	4			8
2.06			0		0	0
2.07*	1	0				1
2.08		1	1			2
3	Phase 2 – Storage Final Design					
3.01*		2	2	12		16
3.02		0	0		0	0
3.03*	2	1				3
3.04*			0		0	0
4	Assistance During Construction (Add Alternate)					
4.01*			0			0
4.02*			0			0
4.03			3	6		9
4.04			4	8		12
4.05*			0			0
4.06*			0			0
TOTAL	5	9	78	93	0	185

* Cost reduced or eliminated only when done concurrently with Phase 1A

Phase 3 (concurrent with phase 1A, 1B and 2)

Task Number	Projector Director Psomas	PM Psomas	PE Psomas	Draft Psomas	Clerical Psomas	Total
1	Phase 3 – Distribution 50% Design					
1.01*			0	0		0
1.02*			0	0		0
1.03			40			40
1.04*		2	4			6
1.05*			0			0
1.06*			0		0	0
1.07	2	1				3
1.08*	0	0	0			0
2	Phase 3 – Distribution 95% Design					
2.01*		1	2			3
2.02*	1		4	18		23
2.03			8	16		24

Task Number	Projector Director Psomas	PM Psomas	PE Psomas	Draft Psomas	Clerical Psomas	Total
2	Phase 3 – Distribution 95% Design (continued...)					
2.04*				0		0
2.05		4	4			8
2.06			0		0	0
2.07	4	2				6
2.08*		1	1			2
3	Phase 3 – Distribution System Final Design					
3.01*		2	2	12		16
3.02		0	0		1	1
3.03*	2	1				3
3.04*			0		0	0
4	Assistance During Construction (Add Alternate)					
4.01*		0				0
4.02*		0				0
4.03		3	6			9
4.04		4	8			12
4.05*		0				0
4.06*		0				0
TOTAL	9	21	79	46	1	156

*Cost reduced or eliminated only when done concurrently with Phase 1A

Shastari County - Public, Inc.

EXHIBIT C

PROJECT SCHEDULE

The following is a timeline of the schedule of Tasks to be performed or completed for the Master Plan and design construction of Phase 1A only.

Description	Duration
Project Initiation	0 Days
Start up Meeting at Frank Raines OHV Park	0 days
Field Visits with subs. Stake site for survey and geotechnical *	0 days
Site Investigations	25 Days
Surveying - campground, Water Lines, Tank Locations, Day Use	15 days
Geotechnical Investigations-Tank Locations, Source Protection, Water Lines	25 days
Master Plan	50 Days
Calculation/modeling	10 days
Equipment Selection	5 days
Exhibits	10 days
Draft Report	15 days
County Review	10 days
Meeting with County	0 days
Finalize Report	10 days
Meeting with County	0 days
Phases 1A, 1B, 2, 3 CD 50% Design	55 Days
Prepare 50% Submittal	30 days
County Review and Comment	10 days
Design Review Meeting	0 days
Phases 1A, 1B, 2, 3, CD 95% Design	45 Days
Prepare 50% Submittal	30 days
County Review and Comment	10 days
Design Review Meeting	0 days
Phase 1A, CD, Final Design	20 Days
Prepare Final Submittal	20 days
Environmental Reviews (by others)	120 Days
Species Surveys	60 days
Wetlands Consultation w/ACE	60 days
Fish and Game Consultation	60 days
Building Department Review	15 Days
Submit packages to Building Department (by County)	0 days
Department Review	10 days
Modify Drawings per review (Consultant)	5 days
DPH Permitting	125Days
DPH review of Master Plan	15 days
DPH review of 50% submittal	15 days
DPH review of 95% submittal	15 days
DPH review of final submittal	15 days
Submit permit amendment to DPH (County, with input from Consultant)	20 days

Description	Duration
DPH Permitting (continued)	125 Days
Submit draft operations plan to DPH *	20 days
Submit final operations plan to DPH	20 days
Procurement (Phases 1A, 1B, 2, 3)	60 Days
Prepare Bid Document (County)	15 days
Advertise	30 days
Bid Opening	0 days
Bid Review	15 days
Contract Award	0 days
Construction Phase (Phases 1A, 1B, 2, 3)	135 Days
Mobilization/Submittal Review	15 days
Construction of Phase 1A	120 days
Closeout Phase (Phase 1A, 1B, 2, 3)	40 Days
Final Inspection	0 days
Punch List Completion	30 days
Construction Completion	0 days
As- Construction Drawings	10 days

Note: "Days" are defined as "work days" (five days per week) not "calendar days".

Standard Contract - Phase 1A-1B-2-3



DEPARTMENT OF ENVIRONMENTAL RESOURCES
3800 Cornucopia Way, Suite C,
Modesto, Ca 95358-9492
Phone: (209) 525-6700
Fax: (209) 525-6774

**STANISLAUS COUNTY
PROFESSIONAL DESIGN SERVICES AGREEMENT**

This Agreement is made and entered into by and between the County of Stanislaus, a political subdivision of the State of California, ("County") and PSOMAS 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 Exhibit "A" attached hereto and incorporated herein by 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 Scope of Services 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 "B", attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed **Two Hundred and Nine Thousand, Two Hundred and Eighty Three Dollars (\$209,283.00)**.

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' 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 Consultant's services that have been completed to the 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 "C", 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 **March 16, 2010 and end on January 31, 2011, or upon completing the agreed upon services**, 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 "B." 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:

- (a) Comprehensive general liability, including premises-operations, products, completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this

Agreement or the general aggregate limit shall be twice the required occurrence limit.

- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), 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 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 officers, officials and employees. Any insurance or self-insurance maintained by the County or County officers, officials and employees shall be in 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 adjudged to be 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 Environmental Resources, or her 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: Ernie Leporini, P.E.
- b. Lead/Manager: Mike Thalhamer, P.E.

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 Environmental Resources
3800 Cornucopia Way, Suite C
Modesto, CA 95358
Attn: Susan M. Garcia, C.P.M.

If to Consultant: Psomas
1075 Creekside Ridge Drive
Suite 200
Roseville, CA 95678
Attn: Mike Thalhamer, P.E.

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 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 its 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 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 written Amendment 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 the next page)

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

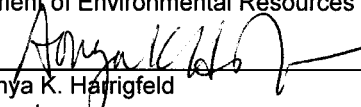

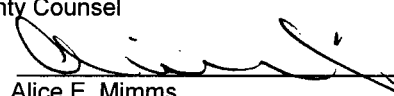
<p>COUNTY OF STANISLAUS Department of Environmental Resources</p> <p>By:  Sonya K. Harrigfeld Director</p> <p>"County"</p>	<p>PSOMAS</p> <p>By:  Name Title</p> <p>"Consultant" Michael G. Thalhamer Vice President</p>
<p>APPROVED AS TO FORM: John P. Doering County Counsel</p> <p>By:  Alice E. Mimms Deputy County Counsel</p>	

EXHIBIT A**A. INTRODUCTION**

The Frank Raines OHV Park is owned and operated by the Stanislaus County Department of Parks and Recreation and is located approximately 16 miles west of Patterson, CA along Del Puerto Canyon Road. The Frank Raines Park consists of 34 developed campsites with full RV hook-ups, a day use area, an undeveloped camp area, a residential dwelling, ranger station and a clubhouse.

The park is currently served by a public water supply system consisting of spring source, a reinforced concrete gravity tank and distribution piping. The water supply source consists of a hand-dug infiltration basin located adjacent to Deer Creek. The existing spring source is currently under the influence of snakes, rats, bugs and other large-scale pollutants. The existing cover is not adequate for keeping these pollutants out. The primary goal of this project is to protect this water source from these sorts of pollutants.

The nature of the installation of the basin has led to the determination that the source is "under the influence of surface water" as defined by current California Water Works Standards. The influence of surface water subjects the source to the requirements of the current State of California Surface Water Treatment Rule. Treatment is required prior to distribution, and is a primary goal of the Master Plan. An engineering technical report provides options for bringing the water system into compliance with current water regulations. The technical report estimates \$621,505.00 would be required to complete this project. However, these figures only reflected one type of filtration system (slow sand filtration), which the County has chosen not to utilize.

Water regulations that are applicable to this system include:

- 1986 Safe Drinking Water Act & 1996 SDWA Amendment
- California Surface Water Treatment Rule
- California Code of Regulations Title 22

California Department of Health Services regulations allow for several types of filtration systems to address the issues associated with this Source and a Pilot Slow Sand Filtration System project was started in late 2008. In March 2009 results of the Sand Filtration Pilot Project produced data to demonstrate that sand filtration is one of the possible solutions to the water quality issues in this location. Although Slow Sand Filtration System is an option, it is not the option the County has chosen to take. The County shall consider other viable treatment systems such as micro and ultra filtration as well as conventional media filtration for the treatment system.

The County shall own, operate and be the only customer of this water system to serve its need.

Note: The County does not have CAD files and there are no additional record drawings or as-builts available for this site. The County does not have additional geotechnical information.

B. SCOPE OF SERVICES

The goals of this project are to 1) result in the lifting of California Department of Public Health's (CDPH) Compliance Order Number 03-10-07CO-001 2), meet California Title 22 and CDPH requirements, and 3) upgrade and significantly improve the current water system at Frank Raines OHV Park.

This project encompasses the design and add alternate construction support services of a filtration system and network level distribution system (for the purposes of this Agreement a "network level distribution system" shall mean schematic nodes of demands and supplies with appropriate sized pipe between) for the production of 1) *drinking water* and 2) *non-potable water* for irrigation and fire hydrant feeds at Frank Raines Park. Stanislaus County Department of Public Works shall provide construction inspections and management. The Consultant shall provide to the County a "Master Plan" approach for mitigating the existing challenges. The Master Plan shall provide a phased approach for mitigating the existing challenges. The project shall be completed in phases, with a Master plan created for all improvements required, followed by phase design and construction. The Master Plan phase shall include permitting through the State, include enough detail to allow the permitting and give the County the ability to immediately address the source water protection and development. It shall also include a new cover for the existing spring to protect it from pollutants, treatment prior to distribution, designed membrane micro or ultra filtration treatment system, separation of irrigation water from potable water requiring means and method for ensuring no cross-connection of the two systems in the future, new storage tanks to provide adequate storage, and replace distribution lines that are old or in poor condition as determined by field investigation and park staff knowledge.

For the purpose of this Agreement the phases are defined as follows:

- Phase 1 - Master Plan Report
- Phase 1A - Source Protection Design and Assistance During Construction.
- Phase 1B – Treatment and Potable Storage Design and Assistance During Construction*
- Phase 2 – Storage Design and Assistance During Construction*
- Phase 3 – Distribution System Design and Assistance During Construction*

*Consultant shall perform Phase 1 and 1A tasks concurrently. Certain tasks within Phase 1B, Phase 2 and Phase 3 shall be performed by the Consultant concurrently with Phase 1A.

The Consultant shall provide all the labor and material to perform professional engineering design services and related work necessary to meet the goals of this project, identify, select, conceptualize and design the surface water filtration and network level distribution system, including the integration of the filtration system into the existing distribution system in accordance with the requirements herein and the requirements set forth by the CDPH. The Consultant shall provide the County construction drawings, specifications, engineering estimates, and assist the County with construction bid documents and support during the County's Public Works bidding process for work agreed to in this Agreement. Consultant shall work with the County to obtain approval of the water system concept, drawings and specifications. If desired by the County, construction support services shall consist of as needed/periodic site visits, review of drawings and specifications, respond to Request for Information (RFI) and clarification from the contractor, review contractor's material submittals, and address any and all technical issues encountered during the construction of Phases.

1. DESIGN SERVICES FOR A FILTRATION AND DISTRIBUTION NETWORK WATER SYSTEM:

Consultant services shall include, but not be limited to the following:

- a. Engineering services at a Master Plan level include, but are not limited to, a detailed budget, engineer's estimate, materials list, type of treatment equipment, etc., for the selection of a filtration system and distribution integration. The work shall include layout of structures, tanks, pipes, pumps, and other necessary equipment for a filtration system's production and network level distribution of drinking water.

As a part of the Master Plan phase, the design engineer shall include plans, specifications and estimates for construction of the proposed remediation solution of the compliance order from the State of California.

- b. Surveying services as needed to prepare plans. County shall provide vertical and horizontal control points to the Consultant.
- c. Consultant shall identify all permits (i.e. water board, air board & waste board permits, etc.) as well as environmental clearance, if applicable, anticipated to be needed and clearly explain the proposed permitting sequencing strategy for obtaining permits (i.e., the proposed order in which permit applications shall be permitted and its time frame relating to the project development overlap using the critical path method (C.P.M.).
- d. Prepare an estimated timeline to complete permitting, construction bidding and construction. County shall approve a finalized Master Plan project schedule, which includes a schedule through completion of construction.
- e. A Conceptual Design – Consultant shall include a conceptual design approach and design presentation for the Master Plan and proposed remediation. This submittal shall include but not be limited to the following:
 - Statement of the design criteria for the project
 - Summary of calculations placed on a system schematic drawing
 - Results of modeling required to lay out the distribution system
 - Schematic equipment plans of buildings
 - Schematic site plans for "major" sites (building/tank site, spring site)
 - Manufacturer's cut sheets for major equipment (water treatment equipment, chlorinator, etc.)
- f. Scheduling and coordinating meetings.

- g. Provide a cost benefit analysis for a 20-year operation and capital costs for the top two preferred systems.
- h. Preliminary Design; - Based on the information contained in the engineering technical report and input provided by the County, the Consultant shall incorporate the pertinent information into the completed conceptual design and complete a detailed design of the proposed filtration and network level/existing distribution system. The design shall maximize the water filtration and comply with current water regulations applicable to the system. The design shall be of suitable detail to enable the full permitting of the project.

The design shall include basic information on the entire water filtration system and its distribution, including proposed phasing and a permit level design of all work to be initially constructed. The County does not expect this project to include replacement or the addition of sprinklers. It includes only the areas that are currently being irrigated. The Consultant shall include new distribution supply lines and controllers where necessary as part of the new irrigation system design, but not individual sprinklers. The existing individual Recreational Vehicle (RV) hookups shall be left intact. The new supply lines shall run to the distribution network. The County anticipates the total replacement of the water distribution supply pipelines to address the separate irrigation and potable water needs for the Frank Raines Park.

The Consultant's permitting role shall be limited to identification of permits, environmental clearances, permit scheduling and if necessary identification of CEQA. Consultant shall revise and finalize design as necessary to incorporate permit conditions. Consultant shall provide County with electronic copy of final plans, specifications and construction documents.

- i. For remediation of boil order scope of work, Consultant shall submit itemized engineer's Construction cost estimates at 50% and 95%, 3 sets of preliminary engineering plans and specifications, final design and provide written bid item measurement and payment recommendations to the County with 100% estimate.
- j. Consultant shall identify all permits, environmental clearances and permit schedules required for this project. This includes identification of CEQA if it is determined necessary. The County shall be responsible for drafting their own CEQA document and Consultant shall provide the County support as required to complete the CEQA document. All engineering and water filtration and system distribution design documentation required by the CEQA document shall be provided to the County by Consultant for completion of the Environmental document.
- k. Consultant shall obtain approval of the final design documents for all of the phases identified in this Agreement. Consultant shall revise and finalize design and include up-dates to the site's technical document and as necessary incorporate permit conditions.
- l. If County requests the Consultant to provide support during the County's construction bidding process the Consultant's support shall include: attendance at the pre-bid conference, responding to questions from prospective bidders and preparation of technical responses for the County to issue addendums for design bid documents.
- m. Consultant shall recommend to the County methods (i.e. dispose, demolish, abandon, fill) to address the existing obsolete water system infrastructure and/or any other facilities not mentioned herewith.

Consultant shall make general recommendations for Master Plan demolition, which may include recommendation to properly demolish and dispose of obsolete water infrastructure including substandard irrigation water pipelines, pumps, two concrete water tanks, two small diameter wells, one stilling well, valve complexes, electrical components and old fencing. This may include use of fill as needed to leave the locations containing demolished infrastructure in a natural state or recommend other options depending of the environmental impact that it might create.

During design, the Consultant shall provide detailed demolition plans, including but not limited to substandard irrigation water pipelines, pumps, two small diameter wells, one stilling well, valve complexes, electrical components and old fencing. This shall include use of fill as needed to leave the locations containing demolished infrastructure in a natural state or recommend other options depending of the environmental impact that it might create.

- n. Consultant's design for the Phase 1A remediation shall include a finalized method to properly demolish and dispose the obsolete water infrastructure.

- o. Consultant shall include in the design methods to protect the large diameter well source and critical equipment.
- p. Consultant shall include in the production and delivery a total of three (3) sets of as built drawings to the Department of Parks and Recreation and Department of Public Works. The contractor awarded the construction of the phase(s) shall provide Consultant a redline copy of any change and Consultant shall update the as built drawing to incorporate any changes and provide the County three (3) sets of the updated as built drawings.

As part of the consultant's preparation of Record Drawings (as-built), the consultant shall provide a schematic drawing of the new system's operations showing valves, lines, and system components. Training on the new system to County staff shall be incorporated as part of a deliverable upon notice of completion for each Phase constructed and if applicable for entire system, if built in its entirety.

- q. Consultant shall consider adding a connection of the Day Use Area artesian well to the irrigation system. This well contains salts and solids that make the water unsuitable for consumption but acceptable for occasional irrigation. Testing results are available for review upon request. The design should include a connection from the Day Use Area artesian well to the irrigation system in a manner that shall not allow this water to mix with potable water. It is yet to be determined if this connection shall be part of the construction phase.
- r. Consultant's conceptual design shall define and explain what environmental requirements and clearance/permitting requirements (i.e. CEQA, etc.) with supporting studies are required.
- s. Network level water distribution shall mean that the Consultant consider and model the existing system as shown from the Sauers Engineering (Consultant County previously contracted with) technical document including demands and pipe sizes.
- t. Consultant (with input from the contractor awarded the construction contract and with input and approval from the California Department of Public Health, Department of Public Works and the Department of Parks and Recreation) shall provide an Operation Plan.
- u. System modification designs must be approved by the California Department of Public Health and the Department of Public Works and result in the lifting of Compliance Order No. 03-10-07CO-001 when constructed.

2. ADD ALTERNATE: CONSTRUCTION SUPPORT SERVICES FOR THE WATER FILTRATION AND NETWORK LEVEL DISTRIBUTION SYSTEM:

The County may request the Consultant to perform construction support services for the water filtration and network level distribution system. The construction support services that may be requested by the County for Consultant to perform shall include but not be limited to, the following:

- a. Periodic site visits on an as needed basis for technical issues, Quality Assurance Services related to the water quality control due to the permitting of all regulatory agencies.

The construction observation services shall include the implementation of the Construction Quality Assurance Services Plan. The Consultant shall perform each phase of the quality assurance to meet the regulatory agencies on the water filtration system.

County's Department of Public Works shall provide construction administration with the Consultant providing technical field expertise on an as-needed basis.

- b. Attend pre-construction meetings with the County and Contractor. The objective of the meeting will be to assist the Department of Public Works to outline construction requirements, review the schedule, establish a working/reporting relationship between the parties, and review health and safety considerations.
- c. Periodic attendance as needed at construction progress meetings with the County Engineer and construction contractor.
- d. Review and approve contractor's technical submittals, including material product and performance data, and manufacturer's installation instructions for the water filtration and distribution integration system.

- e. Periodic observance and verification that construction materials and procedures are as per the contract documents.
- f. Periodic observance and documentation of filtration system components construction.
- g. Assist the County with review of field changes initiated by the County and/or construction contractor, but not limited to request for information, change order, substitutions, and inspection of the work.
- h. Conduct pre-final and final inspections of the installed surface water treatment device. A punch list which details observed deficiencies will be provided to the Contractor.
- i. Review as-built plans, surveys, and record specifications submitted by the construction contractor to verify consistency with field observations, and contract documents. Submit final record drawing (as-builts) as the engineer of record.
- j. Construction staking shall be included in the construction document for the contractor awarded the contract to supply.
- k. Prepare Construction Observation Plan and Health and Safety Plan for the water filtration system installation.

3. DETAILED WORK PLAN

The Consultant's services shall include but not be limited to the following detailed work plan:

Phase 1 and Phase 1A:

Task 1 – Project Initiation

Project initiation includes a start up meeting at Frank Raines OHV Park with the County staff knowledgeable about the current water system, the County's Engineer responsible for plan check, the design Engineers and sub consultants (as required), for the purpose of identifying goals and expectations.

Consultant shall gather data about the system, note existing equipment, and the County's desire to keep, demolish, or abandon infrastructure and/or equipment. Consultant shall stake pertinent locations for the Consultant's sub-consultant's Geotechnical Engineer and Surveyors.

Deliverable: Meeting minutes to include a date specific task list identifying a responsible person for each specific task deliverable, distributed in PDF to all meeting attendees.

Task 2 – Site Investigations

Consultant shall capture survey data electronically using total station survey instruments, the easterly ¾ of the campground area, the westerly half of the day-use area and the road between. Cross sections shall be measured along the road at maximum 50' intervals. The survey data shall be reduced and analyzed by Consultant for completeness and accuracy. Consultant shall place the data in a CAD environment. Consultant shall produce mapping at a scale of 1 inch = 40 feet. Contour intervals shall be one foot. Consultant shall use Autocad version 2008 as the drafting platform for this project.

Consultant's surveyors shall capture survey data for the entire master planned area (all phases). Consultant's sub-consultant, Blackburn Consulting, shall excavate and sample four to five test pits with a rubber tire backhoe to depths ranging from 10 to 15 feet (or refusal) to observe subsurface conditions. Test pits shall be located in the proposed improvement areas. The test pits shall be backfilled with the excavated soils upon completion and wheeled rolled with the backhoe.

Consultant's sub-consultant shall perform a seismic refraction survey at two to three locations within the proposed project areas in order to estimate the depth and rip ability of the rock. They shall perform tests on representative samples obtained from the exploration test pits to determine plasticity index, soil classification, bearing capacity, remolded direct shear parameters, resistivity, pH, and soil corrosion potential.

Consultant's sub-consultant shall investigate and provide geotechnical recommendations for the entire master planned area (all phases).

Deliverables:

- 1) Autocad version 2008 topographic map of area surveyed, with all layers and attachments.
- 2) Geotechnical report, containing project and site description, description of subsurface conditions, CBC seismic design parameters, site seismicity including distance to nearby faults and peak ground acceleration, recommendations for grading, including original ground preparation, materials excavation/placement and cut/fill slopes, foundation recommendations for structures including allowable bearing capacity, settlement estimates, passive soil pressure and friction to resist sliding, risk management and limitations, vicinity map, geologic map, fault map, site plan showing the approximate location of the test pits, test pit logs, seismic refraction results, and laboratory test results.

Task 3 – Master Plan

Consultant shall include in the Master Plan, details on the entire water system replacements and upgrades. Consultant shall incorporate all phases of construction into the Master Plan. Modeling shall be done on the existing system, as required, to design for efficient pipe sizes and provide adequate storage. Consultant's recommendation to the County shall be made regarding size of infrastructure and sequence of work to be performed. Consultant shall include the possibility of connecting the existing well at the day use areas to the new irrigation system to provide supplemental water. Based on preliminary calculations, major equipment (such a water treatment equipment, water storage tanks, chlorine analyzing and pumping equipment) shall be selected by County and Consultant. Consultant's sub-consultant, Mars Burnside Engineering, shall provide electrical engineering recommendations. Consultant shall provide constructions costs for all phases of construction, as well as, a timeline/schedule for construction. The Consultant shall provide the County a report bound and sealed by a California Professional Engineer.

Deliverables:

Three (3) hard copies of the Master Plan report, including all calculations, schematic site plans, selection of major equipment, conclusions and recommendations, electrical engineering criteria/recommendations, cost estimate, and timeline/schedule.

Task 4 – Phase 1A – Source Protection 50% Design

This phase shall include rehabilitation of the spring box area. Consultant shall provide the best solution and design for this phase, including but not limited to the removal of the existing building and construction of a concrete or steel cover over the spring box and not the construction of a new building at this location. New pre-cast concrete building/structure may be a valid alternate. The areas existing fence may be retained to prevent surface contamination of the spring box from people and animals.

Some solutions the Consultant shall consider to handle the abandoned facilities include but are not limited to the following:

- Simple abandonment (no stabilization)
- Stabilize and leave in place
- Remove /restore.

Consultant and County shall consider if the following facilities shall be abandoned under this project and consider the best method for abandoning facilities should it be decided to abandon these facilities. These methods shall include but not be limited to the following:

- Spring Box Building – Remove (space needed for new structures)
- Abandoned Residence at New Tank Site – Remove (space needed for new structures)
- Abandoned Spring Boxes – Stabilize (remove top three feet of structure and fill to surface)
- Pumps, Above-ground, Piping and Mechanical Equipment – Remove
- Buried Pipelines – Stabilize (plug ends with concrete, leave in place)
- Fencing – Remove and restore surface
- Existing Water Tank – Stabilize as necessary (specific abandonment requirement shall be determined during Master Plan phase).

Consultant shall prepare Construction Documents for Phase 1A, Source Protection. Consultant shall design demolition of existing source protection, a site plan of the existing spring location, and plan and section views of the spring. Consultant shall prepare a 50% construction cost estimate. Consultant shall write technical specifications. Consultant shall coordinate plan review with the California Department of Public Health.

Deliverables:

- Five (5) sets of bond plans
- Five (5) copies of the project cost estimate
- Geotechnical report (if not previously submitted)
- Five (5) copies of technical specifications
- Design calculations
- First draft copy of operations plans

Task 5 – Phase 1A – Source Protection 95% Design

Consultant shall incorporate comments provided on the 50% design documents. Consultant shall update/complete drawings and cost estimate. Consultant shall provide additional details for the project.

Deliverables:

- Response to 50% comments document/spreadsheet
- Five (5) sets of bond plans
- Five (5) copies of the project cost estimate
- Five (5) copies of technical specifications
- Design calculations

Task 6 – Phase 1A – Source Protection Final Design

Consultant shall complete drawings and specifications and address any comments made at the 95% level. If required, Consultant shall provide a response to comments document.

Deliverables:

- Response to 95% comments document/spreadsheet (if required)
- Five (5) sets of stamped/signed bond plans
- Five (5) copies of the project cost estimate
- Five (5) copies of stamped and signed technical specifications, design calculations, completed operations plan.
- Autocad and Microsoft Word versions of all final documents.
- As-Built plans (Record Drawings) , operation manuals and on-training for County staff if applicable

Task 7 – Assistance During Construction (Add Alternate)

Consultant shall provide an engineer to attend the pre-bid and pre-construction conferences, as well as, the final inspection, response to a maximum of three (3) RFIs and eight (8) submittals. Consultant shall provide an Engineer to perform two (2) periodic site visits during construction of Phase 1A.

Deliverables:

- Agenda for pre-bid conference
- Minutes for pre-bid conference
- Minutes for pre-construction conference
- Return RFI documents with input
- Return submittals with review comments and recommendations
- Trip report after each site visit
- Summary of final inspection

Phase 1B:

Task 1 – Phase 1B – Treatment and Potable storage 50% Design

In this part of phase 1 Consultant shall provide the best solution and design for a water treatment plant, including but not limited to the separation of the system into potable and irrigation systems. This may also include a treatment unit at a possible new storage tank location (the abandoned residence) where two (2) storage tanks may be required: potable and irrigation and two (2) overlapping piping systems may need to be developed with adequate cross-connection control being developed, per DHS

requirements. This includes an approved system of pipeline identifications so that crews do not mistakenly make future connections to the wrong system, and identification of potable/irrigation line separations, per DHS requirements. Consultant shall minimize redundant piping and simplify the overall water system, which may include placing a new water treatment unit at a new storage site. Some interconnecting piping, including a possible new irrigation main will need to be constructed. The existing storage tank may remain on-line to be used as irrigation storage until Phase 2 construction is completed. Under this phasing the day use area shall not have potable water until completion of phase 2 construction. If desired by the County the new potable water line to the day use area may be constructed under phase 1B to eliminate this constraint. Advantages to this arrangement include:

- The water treatment plant shall be constructed out of the flood plain.
- Existing electrical and sewer connections (for the residence) may be available for the treatment plant.
- Two pipes will be installed up the hill from the main distribution system, versus three pipes if the treatment unit is placed at the spring box location.
- Provision of a CT tank to provide chlorine contact time prior to the first user will be eliminated. If adequate CT cannot be obtained in the main from potable storage to campground, then storage tank baffles shall be added for additional contact time.

Consultant anticipates the proposed system shall require only one pump to provide both irrigation and potable flows to the respective tanks. Consultant anticipates a second pump being installed as a standby unit.

Consultant shall provide the construction documents which shall include plans and specifications prepared for Phase 1B, Treatment and Potable Storage. Consultant shall design the Demolition of the Treatment plant/new potable water storage tank site (existing house), site plan for the new treatment and storage, water storage tank plans and sections, a new treatment plant building plan, building equipment plan, and building piping plan. Consultant shall provide to the County new waterline plans and profiles, and required electrical engineering drawings. Consultant shall draft an Operations Plan. The 50% construction cost estimate provided by the Consultant shall include the treatment and potable storage. The technical specifications provided by the Consultant shall include the treatment and potable storage. Early plan review coordination with Department of Public Health shall include the treatment and potable storage.

Deliverables:

- Five (5) sets of bond plans (civil and electrical)
- Five (5) copies of the project cost estimate
- Five (5) copies of technical specifications, design calculations, first draft copy of Operations Plan.

Note: The above deliverables for this Task are the same as with Phase 1A plans and specifications. As designing treatment and storage shall add to the volume of the plans and specifications, Consultant shall deliver 5 plan sets including Phase 1A and 1B, not 10 plan sets, as it is all one project. The exception – Phase 1B includes an Operations Plan for the new water treatment system.

Task 2 – Phase 1B – Treatment and Potable Storage 95% Design

Consultant shall incorporate into the design comments provided on the 50% design documents. Consultant shall update and complete Drawings and Cost estimate. Consultant shall provide County additional details for the project.

Deliverables:

- Response to 50% comments document/spreadsheet
- Five (5) sets of bond plans
- Five (5) copies of the project cost estimate
- Five (5) copies of technical specifications and design calculations.

Task 3 – Phase 1B – Treatment and Potable Storage Final Design

Consultant shall complete the Drawings and Specifications and Consultant shall address any comments made at the 95% level. If required, Consultant shall provide County a response to comments document.

Deliverables:

- Response to 95% comments document/spreadsheet (if required)
- Five (5) sets of stamped/signed bond (or mylar) plans
- Five (5) copies of the project cost estimate
- Five (5) copies of stamped and signed technical specifications, design calculations and completed Operations Plan.
- Autocad and Microsoft Word versions of all final documents.
- As-Built plans (Record Drawings), operation manuals and on-site training for County staff if applicable

Task 4 – Assistance During Construction (Add Alternate)

Consultant's engineer shall attend the pre-bid and pre-construction conferences, as well as the final inspection, respond to a maximum of 5 additional RFI's (for Phase 1B), and 10 additional submittals (for Phase 1B). Consultant's Engineer shall make two periodic site visits during construction of the entire project. The Consultant's Electrical Engineer shall also provide construction support, as required.

Deliverables:

- Agenda for pre-bid conference
- Minutes for pre-bid conference
- Minutes for pre-construction conference
- Return RFI documents with input to the County
- Return submittals with review comments and recommendations to the County
- Trip report after each site visit
- Summary of final inspection.

Phase 2:

Task 1 – Phase 2 – Storage 50% Design

Consultant shall provide the best solution to address irrigation storage, including but not limited to new irrigation storage at a possible new storage tank location. The existing storage tank may be abandoned. This phase also includes the possibility of new water mains (potable and irrigation) being designed for construction to serve the day use area.

The construction documents will include plans and specifications prepared for Phase 2, Storage. A site plan for the new irrigation water storage tank, water storage tank plans and sections, and new waterline plans and profiles will be designed. The 50% construction cost estimate will include the irrigation storage. The technical specifications will include irrigation storage. Early plan review coordination with Department of Public Health will include irrigation storage.

Deliverables:

- Five (5) sets of bond plans
- Five (5) copies of the project cost estimate
- Five (5) copies of technical specifications and design calculations

Note: The deliverables are the same as with Phase 1A plans and specifications. Designing Phase 2 – Storage shall add to the volume of the plans and specifications, so it is all one project (i.e. Consultant shall deliver 5 plan sets including Phase 1A, 1B, and 2 not 15 plan sets).

Task 2 – Phase 2 – Storage 95% Design

Consultant shall incorporate into the design comments provided on the 50% design documents. Consultant shall update/complete drawings and cost estimate. Consultant shall provide County additional details for the project.

Deliverables:

- Response to 50% comments document/spreadsheet
- Five (5) sets of bond plans
- Five (5) copies of the project cost estimate

- Five (5) copies of technical specifications and design calculations

Task 3 – Phase 2 – Storage Final Design

Consultant shall complete the drawings and specifications and the Consultant shall address any comments made at the 95% level. If required, the Consultant shall provide a response to comments document to the County.

Deliverables:

- Response to 95% comments document/spreadsheet (if required)
- Five (5) sets of stamped/signed bond (or mylar) plans
- Five (5) copies of the project cost estimate
- Five (5) copies of stamped and signed technical specifications, design calculations, and completed Operations Plan.
- Autocad and Microsoft Word versions of all final documents.
- As-Built plans (Record Drawings), operation manuals and on-site training for County staff if applicable

Task 4 – Assistance During Construction (Add Alternate)

Consultant's engineer shall attend the pre-bid and pre-construction conferences, as well as the final inspection; respond to a maximum of 3 additional RFI's (for Phase 2), and 4 additional submittals (for Phase 2). Consultant's Engineer shall make two periodic site visits during construction of the entire project.

Deliverables:

- Agenda for pre-bid conference
- Minutes for pre-bid conference
- Minutes for pre-construction conference
- Return RFI documents with input
- Return submittals with review comments and recommendations
- Trip report after each site visit.
- Summary of final inspection.

Phase 3

Task 1 – Phase 3 – Distribution System 50% Design

The Consultant shall provide the best solution pertaining to the existing potable distribution system, which may include replacing the hookups at each pad if agreed to by the County that this is the best solution.

The construction documents shall include plans and specifications prepared for Phase 3, Distribution System. A site plan and the new waterline plan and profiles will be designed. The 50% construction cost estimate will include the distribution system. The technical specifications will include the distribution system. Early plan review coordination with Department of Public Health will include the distribution system.

Deliverables:

- Five (5) sets of bond plans
- Five (5) copies of the project cost estimate
- Five (5) copies of technical specifications and design calculations.

Note: The deliverables are the same as with Phase 1A plans and specifications. Designing Phase 3 – Distribution System shall add to the volume of the plans and specifications, so it is all one project (i.e. Consultant shall deliver 5 plan sets including Phase 1A, 1B, 2 and 3 not 20 plan sets).

Task 2 – Phase 3 – Distribution System 95% Design

Consultant shall incorporate into the design comments provided on the 50% design documents. Consultant shall update/complete drawings and cost estimate. Consultant shall provide the County additional details for the project.

Deliverables:

- Response to 50% comments document/spreadsheet
- Five (5) sets of bond plans
- Five (5) copies of the project cost estimate
- Five (5) copies of technical specifications and design calculations.

Task 3 – Phase 3 – Distribution System Final Design

Consultant shall complete Drawings and Specifications and Consultant shall address any comments made at the 95% level. If required, the Consultant shall provide a response to comments document to the County.

Deliverables:

- Response to 95% comments document/spreadsheet (if required)
- Five (5) sets of stamped/signed bond (or mylar) plans
- Five (5) copies of the project cost estimate
- Five (5) copies of stamped and signed technical specifications and design calculations.
- Autocad and Microsoft Word versions of all final documents.
- As-Built plans (Record Drawings), operation manuals and on-site training for County staff if applicable

Task 4 – Assistance During Construction (Add Alternate)

Consultant's engineer shall attend the pre-bid and pre-construction conferences, as well as the final inspection; respond to a maximum of 3 additional RFI's (for Phase 3), and 4 additional submittals (for Phase 3). Consultant's Engineer shall make two periodic site visits during construction of the entire project.

Deliverables:

- Agenda for pre-bid conference
- Minutes for pre-bid conference
- Minutes for pre-construction conference
- Return RFI documents with input
- Return submittals with review comments and recommendations
- Trip report after each site visit
- Summary of final inspection

C. DESCRIPTION OF TASKS/PRODUCTS

1. Engineering Data

The Consultant shall prepare the deliverables listed below for all final design tasks.

2. Plans

Plans prepared to an appropriate engineering scale with standard units unless otherwise directed, showing information needed to bid and construct Phase 1A, signed by a licensed engineer, and approved and signed by all appropriate local jurisdictions. Prepare in Autocad 14 or 2004 format or later using Autodesk software.

3. Cost Estimates.

A project cost estimate for each task shall be submitted with each design submittal. Estimates shall use as a basis, wherever possible, historic and current cost data from similar construction projects. Escalation factors shall be used to adjust item costs for to-date estimates. Estimates shall be prepared

using quantities extended by unit prices to the greatest extent possible. Lump-sum bid items shall only be used where appropriate. Contractor fees for permits, inspection, utility services and other known items of work shall be included in the cost estimate as allowances.

4. Calculations.

County may request calculations for specific items of work at each design submittal phase of the project. This shall include alignment calculations, structural calculations, water pressure calculations and any other necessary calculations. Upon completion of work, a copy of all design calculations shall be submitted to County for approval. Design calculations shall be submitted in a comb-bound notebook(s), in a neat condition and logical sequence.

5. Specifications.

The technical specifications shall be complete and ready for construction, including all specification to support the plans, identify material, indicate inspection and testing requirements, and ensure a quality product. The specifications shall be developed in MS Word 2000 format or later.

The draft specifications shall, as a minimum, be an outline of the specifications indicating format, numbering and section and subsection titles. A final camera-ready document shall be submitted following County's final acceptance of the specifications.

6. Submittals

County requires submittals in accordance with the approved schedule for each task. The California Department of Public Health and the County shall review and approve submittals. At least one set of documents shall be returned to the Consultant marked with comments and required changes and corrections from the County and CDPH. County or CDPH may require re-submittal of any required submittal or portion thereof.

The Consultant shall allow at least 15 working days for County submittal review, and 15 working days shall be allowed for the final submittal from receipt of the 95 percent or final review comments.

Submittals shall be submitted in accordance with the specific requirements listed below.

6.1 Plans

Five sets of plans for the Phase 1A remediation shall be submitted for review at 50 percent, 95 percent, and final completion level. The content, format and level of completion for each submittal shall be as specified in the County Standards; Caltrans May 2006 plans and specifications and any addendum thereafter; plumbing building code and all applicable codes related to the construction of this project or as approved by the County Public Works Project Manager.

Plans shall reference the following documents as applicable: County Standard Plans

6.2 Engineer's Estimate

Five copies of the Engineer's Estimate shall be submitted to County for each stage of review for review and comment.

6.3 Geotechnical Report

The Geotechnical Report for foundation analysis, if needed, shall be submitted with the 50 percent design submittal.

6.4 Submittal

Five sets each of the plans, technical specifications, cost estimate, and design calculations shall be submitted for approval. Upon approval, the Consultant shall continue to the next phase until all phases of percentage submittals have been met in full.

6.4.1 50 Percent Submittal.

Five sets of plans shall be submitted to County for review at the 50 percent completion level. The content, format and level of completion for this submittal shall be as specified in the County Standards or as approved by the County Project Manager and include a first draft operation plan.

Five copies of the project cost estimate.

6.4.2 95 Percent Submittal.

Five sets of plans shall be submitted to County for review at the 95 percent completion level. The content, format and level of completion for this submittal shall be as specified in the County Standards or as approved by the County Project Manager.

Five copies of the project cost estimate.

6.4.3 Final Submittal.

Five sets each of the final plans, technical specifications, with the incorporation of the County's Department of Public Works boiler plate, cost estimate, and design calculations shall be submitted for approval. Upon approval, the Consultant shall submit all original mylars of design plans, ACAD files in electronic format and specifications in MS Word format in accordance with County's Standards, five copies of the final cost estimate, one set of camera-ready specifications, and three copies of design calculations.

D. PROJECT MANAGER

The Consultant shall designate a Project Manager responsible for the overall and daily management of the design effort. The Project Manager shall be a registered civil engineer in the State of California. The Project Manager shall be dedicated to the overall contract management, including development of work orders, schedules, budgets, staffing, billing, and coordination of sub-consultants. The Project Manager may also be expected to make presentations concerning the project designs, schedules, and budgets to the County and other parties, both public and private.

Consultant agrees that so long as the Project Manager is an active employee of the Consultant, he/she shall be Project Manager for all work agreed to under this Agreement. If the Project Manager is removed by the Consultant while still an active employee of the Consultant without County's approval, the County shall access as damages a penalty of \$10,000. The penalty assessed by County may be deducted from current billing due to the Consultant. However, notwithstanding the foregoing, the Project Manager is an at-will employee of the Consultant, and nothing in this paragraph shall cause or require the Consultant to be penalized in the event of termination of said at-will employment relationship. Consultant will be allowed to substitute the Project Manager without penalty, subject to County's written approval and with the understanding that there will be a training period provided at no additional expense to County, upon a 30-day written notice to County. County reserves the right to interview any replacement for the Project Manager and to approve or reject that individual.

Any individual above the Project Manager or not in the actual and direct performance of engineering work shall be considered in the overhead markup and shall not invoice their time against County projects.

The Consultant project manager will be required to attend one monthly meeting to discuss the current status of the overall contract with the Department's designee.

County reserves the right to have the Consultant remove and replace the Project Manager or any consultant or sub-consultant staff from the project for cause.

E. PROJECT WORK EFFORT

The Consultant shall perform services and provide staff adequate to meet the anticipated workload for the project.

F. EXPERTISE

The Consultant shall provide staff and expertise in all areas defined within this Agreement, including specialty areas and in particular the design of a surface water filtration system for the production of drinking water, through their own staff or by the use of designated sub-consultants. The Consultant shall utilize sub-consultants identified in their proposal with the expertise in all areas as defined in this Agreement. On occasion, the Consultant may need to hire specialty sub-consultants not previously identified in their proposal. In either case, County reserves the right to approve the use of sub-consultant firms proposed for specialty work.

The Consultant may provide staff with varying levels of expertise, however, work performed by subordinate staff members shall only be done under the direction of the designated responsible engineers, specified in the contract with the expertise in the required technical areas.

G. PROJECT COORDINATION

The Consultant shall coordinate and cooperate with State, County, local cities and agencies, and public and franchise utility companies.

The Consultant shall notify the County Project Manager immediately of any problems having an impact on either the project schedule or budget.

H. REDESIGN WORK

The Consultant shall be obligated to perform all required redesign work to correct any negligent design errors or omissions discovered during bidding or construction that are directly attributable to the Consultant at its own expense. Correction of design errors and omissions directly attributable to the Consultant shall be performed in a timely manner.

I. INVOICING

The following are guidelines regarding invoicing procedures:

Invoicing for personnel above the rate of Project Manager is not permitted and is considered an overhead cost to the Consultant, unless expressly requested by County or identified within the proposal.

Overhead staff (i.e., clerical staff) is non-billable, unless a project requires a large amount of clerical time. Where clerical billing is requested, Consultant shall provide detailed justification (e.g. scope of work) and budget estimate.

Accounting time associated with preparing Invoices, Work in Progress (WIP) and Accounts Receivable (AR) reports, and other necessary tasks, is non-billable.

Administrative assistance will be non-billable unless a project requires a large amount of administrative time. Where administrative assistance is requested, Consultant shall provide detailed justification (e.g. scope of work) and budget estimate.

If any personnel working on this contract are promoted, their billing rate will remain the same as indicated on the approved schedule of rates submitted with the initial contract or addendum thereafter.

The Consultant shall bill all active work orders on a monthly basis and shall provide a billing summary sheet of all work orders as an attachment. Each work order invoice shall include a brief description of the work completed to support the amount being invoiced.

J. COMPENSATION

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, not to exceed basis, based upon the rates set forth in Exhibit B attached hereto and made a part of this Agreement. Consultant may vary the compensation for each task in Exhibit B provided that the total project compensation listed in Exhibit B is not exceeded. In addition to the aforementioned fees, Consultant shall be reimbursed the Direct Expenses, which are the actual cost of 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 with no mark up added to the actual cost.
- ii. Any filing fees, permit fees, or other fees paid or advanced by the Consultant at actual costs with no mark up added to the actual cost.
- iii. Travel expenses shall be reimbursed in accordance with the County's travel policy, which is incorporated herein by reference. Reimbursement shall be made at actual costs with no mark up added to the actual cost.
- iv. Fees plus reimbursable expenses shall not exceed the amounts set forth in Exhibit B.

Fees plus reimbursable expenses shall not exceed the amounts set forth in Exhibit B and a copy of the original invoice for the items listed in i, ii or iii above shall be attached to the invoice submitted to the County for reimbursement. Payments shall be based upon work documents submitted by the Consultant to the County and accepted by the County, as being satisfactory to County's needs, not work in process. The County shall not pay a mark up on any of the above items listed in i, ii or iii or any item identified in Exhibit B. Items such company owned rental cars, fuel, a telephone, fax, postage or freight are already included in the billable hourly rate.

Mark up on subcontracting shall be 10%. Consultant shall submit to the County copies of original invoices from subconsultant.

K. INVOICE REMIT TO:

Consultant shall submit a detailed invoice 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 Environmental Resources
Attention: Accounts Payable
3800 Cornucopia Way, Suite C
Modesto, CA 95358

L. REPRESENTATIVES

The County representatives are David Leamon (209) 568-6130 and Jack Leguria (209) 450-8388. The Consultant's representative is Michael G. Thalhamer, PE, (916) 788-8122.

M. PROTECTION OF EXISTING FACILITIES

Consultant shall take every precaution to protect all public and private property during the performance of this Agreement. Any damages caused by Consultant's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Consultant.

N. SAFETY REQUIREMENTS

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

O. 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.

(Intentionally left blank)

**EXHIBIT B
PRICE SCHEDULE**

HOURLY RATES

The Consultant shall be compensated on a time and material basis based on the hourly rates set forth below and the not to exceed the total amounts as set forth below.

HOURLY RATES

TITLE	Hourly Billable Rates
Project Director	\$200.00
Project Manager	\$149.00
Project Engineer	\$110.00
Drafter	\$100.00
Clerical	\$69.00

PROJECT PRICE

The below project pricing is devised to allow the County the ability to identify costs associated with the frequency of tasks performed in a given calendar year. The Consultant shall be compensated based on the billable hourly rates set forth above to perform the work associated with each task, not to exceed the amounts listed below. Maximum Total Not to Exceed Task Price includes fees, travel expenses, contingency items, equipment charges and reimbursable expenses that are reasonable, necessary and actually incurred by the Consultant in connection with the services. Consultant may exceed the "not to exceed" task totals, upon County's approval, however may not exceed the total not to exceed Contract Amount of \$ 209,283.00.

PROJECT PRICING SUMMARY

Phase	Task #	TASK DESCRIPTION	NOT TO EXCEED TOTAL
1	1	Project Initiation	\$ 3,531.00
1	2	Site Investigations	\$ 31,292.00
1	3	Master Plan Report	\$ 39,778.00
		Subtotal	\$ 74,601.00
1A	4	Phase 1A - Source Protection 50% Design	\$ 10,814.00
1A	5	Phase 1A - Source Protection 95% Design	\$ 13,731.00
1A	6	Phase 1A - Source Protection Final Design	\$ 4,319.00
		Subtotal	\$ 28,864.00
1A	7	Assistance During Construction – Phase 1A	\$ 10,466.00
		Subtotal	\$ 10,466.00
1B	1	Phase 1B – Treatment and Potable Storage 50% design	\$ 31,167.00
1B	2	Phase 1B – Treatment and Potable Storage 95% design	\$ 12,828.00
1B	3	Phase 1B – Treatment and Potable Storage Final design	\$ 3,501.00
		Subtotal	\$ 47,496.00
1B	4	Assistance During Construction – Phase 1B	\$ 8,934.00
		Subtotal	\$ 8,934.00
2	1	Phase 2 - Storage 50% Design	\$ 9,000.00
2	2	Phase 2 - Storage 95% Design	\$ 6,784.00
2	3	Phase 2 - Storage Final Design	\$ 2,267.00
		Subtotal	\$ 18,051.00
2	4	Assistance During Construction – Phase 2	\$ 2,583.00
		Subtotal	\$ 2,583.00

Phase	Task #	TASK DESCRIPTION	NOT TO EXCEED TOTAL
3	1	Phase 3 – Distribution System 50% Design	\$ 5,687.00
3	2	Phase 3 – Distribution System 95% Design	\$ 7,682.00
3	3	Phase 3 – Distribution System Final Design	\$ 2,336.00
		Subtotal	\$ 15,705.00
3	4	Assistance During Construction – Phase 3	\$ 2,583.00
		Subtotal	\$ 2,583.00
		PROJECT TOTAL	209,283.00

Task Details:

Task #	Description	Not to Exceed Task Amount
1	Project Initiation	
1.01	Start up Meeting at Frank Raines OHV Park	\$2,754.00
1.02	Stake site for survey and geotechnical *	\$ 777.00
	SUBTOTAL	\$3,531.00
2	Site Investigations	
2.01	Surveying - campground, Water Lines, Tank Locations, Day Use **	\$12,719.00
2.02	Geotechnical Investigations-Tank Locations, Source Protection, Water Lines**	\$18,573.00
	SUBTOTAL	\$31,292.00
3.01	Statement of Design Criteria	\$1,676.00
3.02	Calculations	\$1,974.00
3.03	Pipe sizing Calculations	\$ 880.00
3.04	Schematic Drawing incorporating Calculations	\$2,760.00
3.05	Schematic Equipment Plans	\$5,652.00
3.06	Schematic Site Plan (3 sheets)	\$6,032.00
3.07	Selection of major equipment	\$2,952.00
3.08	Electrical Engineering Design Criteria (subconsultant)**	\$4,840.00
3.09	Estimate of Cost	\$2,952.00
3.1	Timeline/Schedule	\$2,356.00
3.11	QA/QC	\$2,196.00
3.12	Coordination Meetings (two meetings)	\$5,508.00
	SUBTOTAL	\$39,778.00
4	Phase 1A Source Protection 50% Design	
4.01	Title Sheet	\$ 510.00
4.02	Demolition Plan	\$1,440.00
4.03	Site Plan	\$1,880.00
4.04	Plan/Section of Spring	\$1,880.00
4.05	Construction Cost Estimate	\$ 958.00
4.06	Specifications	\$1,274.00
4.07	Coordinate Submittal to DPH for initial review	\$ 220.00
4.08	QA/QC	\$1,098.00
4.09	Coordination Meeting	\$1,554.00
	SUBTOTAL	\$10,814.00

** Not to exceed costs of \$12,250.00, \$18,104.00 and \$4,840.00 respectively are included in totals for Consultant's use of subconsultants.

Task #	Description	Not to Exceed Task Amount
5	Phase 1A Source Protection 95% Design	
5.01	Respond to 50% Comments	\$1,676.00
5.02	Update/Complete 50% Drawings	\$4,880.00
5.03	Details (two sheets)	\$2,480.00
5.04	Abbreviations, General Notes, Symbols (one sheet)	\$ 400.00
5.05	Update Construction Cost Estimate	\$1,036.00
5.06	Update/Complete Specifications	\$ 509.00
5.07	QA/QC	\$1,196.00
5.08	Coordination Meeting	\$1,554.00
	SUBTOTAL	\$13,731.00
6	Phase 1A Source Protection Final Design	
6.01	Complete Drawings	\$2,236.00
6.02	Complete Specifications	\$ 807.00
6.03	QA/QC	\$ 698.00
6.04	Prepare Package and Transmit to Stanislaus County	\$ 578.00
	SUBTOTAL	\$4,319.00

*Same trip as startup meeting

Add Alternate Phase 1A – (If County requests assistance during construction the pricing is below)

Task #	Description	Not to Exceed Task Amount
7	Assistance During Construction	
7.01	Attend Pre-Bid Conference	\$1,341.00
7.02	Attend Pre-Construction Conference	\$1,341.00
7.03	Respond to RFI (3 max)	\$1,107.00
7.04	Submittal Review (8 max)	\$2,952.00
7.05	Periodic Site Visits (2 trips)	\$2,384.00
7.06	Attend Final inspection	\$1,341.00
	SUBTOTAL	\$10,466.00

PHASE 1B

Task #	Description	Not to Exceed Task Amount
1	PHASE 1B (Concurrent with Phase 1A) – Treatment and Potable Storage 50% Design	
1.01	Title Sheet*	\$0.00
1.02	Demolition Plan (Treatment Plan/Tank Site)	\$1,240.00
1.03	Site Plan	\$1,880.00
1.04	Tank Plans & Sections (two sheets)	\$1,880.00
1.05	Building Plan	\$1,480.00
1.06	Building Equipment Plan	\$1,680.00
1.07	Building Piping Plan	\$1,880.00
1.08	Water Line Plan/Profile (three sheets)	\$4,600.00
1.09	Electrical Drawings/Specs (subconsultant)**	\$7,660.00
1.10	Construction Cost Estimate	\$1,178.00
1.11	Specifications (Major Equipment Only)	\$3,246.00

Task #	Description	Not to Exceed Task Amount
1.12	Operations Plan	\$3,576.00
1.13	Coordinate submittal to DPH for initial review*	\$0.00
1.14	QA/QC *	\$349.00
1.15	Coordination Meeting*	\$518.00
	SUBTOTAL	\$31,167.00
2	PHASE 1B – Treatment and Potable Storage 95% Design	
2.01	Respond to 50% Comments*	\$738.00
2.02	Update/Complete 50% Drawings	\$2,440.00
2.03	Details (two sheets)	\$4,960.00
2.04	Abbreviations General Notes, Symbols (one sheet)*	\$0.00
2.05	Update Construction Cost Estimate	\$1,036.00
2.06	Complete Specifications	\$509.00
2.07	Update Operations Plan	\$1,788.00
2.08	QA/QC*	\$1,098.00
2.09	Coordination Meeting*	\$259.00
	SUBTOTAL	\$12,828.00
3	PHASE 1B – Treatment and Potable Storage Final Design	
3.01	Complete Drawings*	\$1,918.00
3.02	Complete Specifications	\$438.00
3.03	Complete Operations Plan	\$596.00
3.04	QA/QC*	\$549.00
3.05	Prepare Package and Transmit to Stanislaus County*	\$0.00
	SUBTOTAL	\$3,501.00

*Cost reduced or eliminated only when done concurrently with Phase 1A.

** Not to Exceed Costs of \$7,260.00 are included for subconsultant.

Add Alternate Phase 1B - (If County requests assistance during construction the pricing is below)

Task #	Description	Not to Exceed Task Amount
4	Assistance During Construction	
4.01	Attend Pre-Bid Conference*	\$0.00
4.02	Attend Pre-Construction Conference*	\$0.00
4.03	Respond to RFI (5 max)	\$1,845.00
4.04	Submittal Review (10 max)	\$3,690.00
4.05	Periodic Site Visits (2 trips)*	\$0.00
4.06	Electrical Engineer Construction Support**	\$3,399.00
4.07	Attend Final inspection*	\$0.00
	SUBTOTAL	\$8,934.00

*Cost reduced or eliminated only when done concurrently with Phase 1A.

** Not to exceed costs of \$2,999.00 are included for subconsultant.

PHASE 2

Task #	Description	Not to Exceed Task Amount
1	PHASE 2 (Concurrent with Phase 1A and 1B) –Storage 50% Design	
1.01	Title Sheet*	\$0.00
1.02	Site Plan	\$0.00
1.03	Water Line Plan/Profile (ten sheets)	\$6,800.00
1.04	Tank Plans & Sections (two sheets)	\$2,000.00
1.05	Construction Cost Estimate*	\$0.00
1.06	Specifications (Major Equipment Only)*	\$0.00
1.07	Coordinate submittal to DPH for initial review*	\$0.00
1.08	QA/QC	\$200.00
1.09	Coordination Meeting*	\$0.00
	SUBTOTAL	\$9,000.00
2	PHASE 2 (Concurrent with Phase 1A and 1B) –Storage 95% Design	
2.01	Respond to 50% comments*	\$369.00
2.02	Update/Complete 50% Drawings*	\$2,440.00
2.03	Details (two sheets)	\$2,480.00
2.04	Abbreviations, General Notes, Symbols (one sheet)*	\$0.00
2.05	Update Construction Cost Estimate	\$1,036.00
2.06	Complete Specifications	\$0.00
2.07	QA/QC*	\$200.00
2.08	Coordination Meeting*	\$259.00
	SUBTOTAL	\$6,784.00
3	PHASE 2 (Concurrent with Phase 1A and 1B) –Storage Final Design	
3.01	Complete Drawings*	\$1,718.00
3.02	Complete Specifications	\$0.00
3.03	QA/QC*	\$549.00
3.04	Prepare Package and Transmit to Stanislaus County*	\$0.00
	SUBTOTAL	\$2,267.00

*Cost reduced or eliminated only when done concurrently with Phase 1A.

Add Alternate Phase 2 - (If County requests assistance during construction the pricing is below)

Task #	Description	Not to Exceed Task Amount
4	Assistance During Construction	
4.01	Attend Pre-Bid Conference*	\$0.00
4.02	Attend Pre-Construction Conference*	\$0.00
4.03	Respond to RFI (3 max)	\$1,107.00
4.04	Submittal Review (4 max)	\$1,476.00
4.05	Periodic Site Visits (2 trips)*	\$0.00
4.06	Attend Final inspection*	\$0.00
	SUBTOTAL	\$2,583.00

*Cost reduced or eliminated only when done concurrently with Phase 1A.

PHASE 3

Task #	Description	Not to Exceed Task Amount
1	PHASE 3 (Concurrent with Phase 1A, 1B and 2) – Distribution System 50% Design	
1.01	Title Sheet*	\$0.00
1.02	Site Plan	\$0.00
1.03	Water Line Plan/Profile (ten sheets)	\$4,400.00
1.04	Construction Cost Estimate*	\$738.00
1.05	Specifications (Major Equipment Only)*	\$0.00
1.06	Coordinate submittal to DPH for initial review*	\$0.00
1.07	QA/QC	\$549.00
1.08	Coordination Meeting*	\$0.00
	SUBTOTAL	\$5,687.00
2	PHASE 3 (Concurrent with Phase 1A and 1B and 2) – Distribution System 95% Design	
2.01	Respond to 50% comments*	\$369.00
2.02	Update/Complete 50% Drawings*	\$2,440.00
2.03	Details (two sheets)	\$2,480.00
2.04	Abbreviations, General Notes, Symbols (one sheet)*	\$0.00
2.05	Update Construction Cost Estimate	\$1,036.00
2.06	Complete Specifications	\$0.00
2.07	QA/QC*	\$1,098.00
2.08	Coordination Meeting*	\$259.00
	SUBTOTAL	\$7,682.00
3	PHASE 3 (Concurrent with Phase 1A and 1B and 2) – Distribution System Final Design	
3.01	Complete Drawings*	\$1,718.00
3.02	Complete Specifications	\$0.00
3.03	QA/QC*	\$549.00
3.04	Prepare Package and Transmit to Stanislaus County*	\$0.00
	SUBTOTAL	\$2,267.00

*Cost reduced or eliminated only when done concurrently with Phase 1A.

Add Alternate Phase 3 - (If County requests assistance during construction the pricing is below)

Task #	Description	Not to Exceed Task Amount
4	Assistance During Construction	
4.01	Attend Pre-Bid Conference*	\$0.00
4.02	Attend Pre-Construction Conference*	\$0.00
4.03	Respond to RFI (3 max)	\$1,107.00
4.04	Submittal Review (4 max)	\$1,476.00
4.05	Periodic Site Visits (2 trips)*	\$0.00
4.06	Attend Final inspection*	\$0.00
	SUBTOTAL	\$2,583.00

PROJECT TOTAL \$209,283.00

*Cost reduced or eliminated only when done concurrently with Phase 1A.

MAN HOURS

The following resources Consultant has identified to utilize to complete the Scope of Work identified in Exhibit A. The Consultant, upon approval from the County, may utilize more or less of the identified resources to perform a specific task as long as the total Agreement price is not exceeded.

Task Number	Projector Director Psomas	PM Psomas	PE Psomas	Draft Psomas	Clerical Psomas	Total
1	Project Initiation					
1.01	6	6	6			18
1.02*		3	3			6
2	Site Investigations					
2.01	2				1	3
2.02	2				1	3
3	Master Plan Report					
3.01	1	4	8			13
3.02	1	6	8			15
3.03			8			8
3.04			16	10		26
3.05	1	8	16	25		50
3.06	1	8	24	20		53
3.07		8	16			24
3.08						
3.09		8	16			24
3.10		4	16			20
3.11	8	4				12
3.12	12	12	12			36
4	Phase 1A – Source Protection 50% Design					
4.01			1	4		5
4.02	1		4	8		13
4.03	1		8	8		17
4.04	1		8	8		17
4.05		2	6			8
4.06	1		6		6	13
4.07			2			2
4.08	4	2				6
4.09		6	6			12
5	Phase 1A – Source Protection 95% Design					
5.01	1	4	8			13
5.02	2		8	36		46
5.03			8	16		24
5.04				4		4
5.05		4	4			8
5.06			4		1	5
5.07	3	4				7
5.08		6	6			12
6	Phase 1A – Source Protection Final Design					
6.01	1	4	4	10		19
6.02		2	4		1	7
6.03	2	2				4
6.04			4		2	6
7	Assistance During Construction					
7.01		9				9
7.02		9				9
7.03		3	6			9
7.04		8	16			24
7.05		16				16
7.06		9				9
TOTAL	51	161	262	149	12	635

Phase 1B (concurrent with Phase 1A)

Task Number	Projector Director Psomas	PM Psomas	PE Psomas	Draft Psomas	Clerical Psomas	Total
1	Phase 1B – Treatment and Potable Storage 50% Design					
1.01*			0	0		0
1.02			4	8		12
1.03	1		8	8		17
1.04	1		8	8		17
1.05	1		8	8		17
1.06			8	8		16
1.07	1		8	8		17
1.08			20	24		44
1.09	2					2
1.10		2	8			10
1.11			27		4	31
1.12		24				24
1.13			0		0	0
1.14*	1	1				2
1.15*		2	2			4
2	Phase 1B – Treatment and Potable Storage 95% Design					
2.01*		2	4			6
2.02*	1		4	18		23
2.03			16	32		48
2.04*				0		0
2.05		4	4			8
2.06			4		1	5
2.07		12				12
2.08*	4	2				6
2.09*		1	1			2
3	Phase 1B – Treatment and Potable Storage Final Design					
3.01*	1	2	2	12		17
3.02		1	2		1	4
3.03		4				4
3.04*	2	1				3
3.05*			0		0	0
4	Assistance During Construction – (Add Alternate)					
4.01*		0				0
4.02*		0				0
4.03		5	10			15
4.04		10	20			30
4.05*		0				0
4.06	2					2
4.07*		0				0
TOTAL	17	73	168	134	6	398

* Cost reduced or eliminated only when done concurrently with Phase 1A

Phase 2 – (concurrent with Phase 1A and 1B)

Task Number	Projector Director Psomas	PM Psomas	PE Psomas	Draft Psomas	Clerical Psomas	Total
1	Phase 2 – Storage 50% Design					
1.01*			0	0		0
1.02*			0	0		0
1.03			40	24		64
1.04*			10	9		19
1.05*		0	0			0
1.06*			0			0
1.07*			0		0	0
1.08	1	0				1
1.09*	0	0	0			0
2	Phase 2 – Storage 95% Design					
2.01*		1	2			3
2.02*	1		4	18		23
2.03*			8	16		24
2.04				0		0
2.05		4	4			8
2.06			0		0	0
2.07*	1	0				1
2.08		1	1			2
3	Phase 2 – Storage Final Design					
3.01*		2	2	12		16
3.02		0	0		0	0
3.03*	2	1				3
3.04*			0		0	0
4	Assistance During Construction (Add Alternate)					
4.01*			0			0
4.02*			0			0
4.03			3	6		9
4.04			4	8		12
4.05*			0			0
4.06*			0			0
TOTAL	5	9	78	93	0	185

* Cost reduced or eliminated only when done concurrently with Phase 1A

Phase 3 (concurrent with phase 1A, 1B and 2)

Task Number	Projector Director Psomas	PM Psomas	PE Psomas	Draft Psomas	Clerical Psomas	Total
1	Phase 3 – Distribution 50% Design					
1.01*			0	0		0
1.02*			0	0		0
1.03			40			40
1.04*		2	4			6
1.05*			0			0
1.06*			0		0	0
1.07	2	1				3
1.08*	0	0	0			0
2	Phase 3 – Distribution 95% Design					
2.01*		1	2			3
2.02*	1		4	18		23
2.03			8	16		24

Task Number	Projector Director Psomas	PM Psomas	PE Psomas	Draft Psomas	Clerical Psomas	Total
2	Phase 3 – Distribution 95% Design (continued...)					
2.04*				0		0
2.05		4	4			8
2.06			0		0	0
2.07	4	2				6
2.08*		1	1			2
3	Phase 3 – Distribution System Final Design					
3.01*		2	2	12		16
3.02		0	0		1	1
3.03*	2	1				3
3.04*			0		0	0
4	Assistance During Construction (Add Alternate)					
4.01*		0				0
4.02*		0				0
4.03		3	6			9
4.04		4	8			12
4.05*		0				0
4.06*		0				0
TOTAL	9	21	79	46	1	156

*Cost reduced or eliminated only when done concurrently with Phase 1A

EXHIBIT C

PROJECT SCHEDULE

The following is a timeline of the schedule of Tasks to be performed or completed for the Master Plan and design construction of Phase 1A only.

Description	Duration
Project Initiation	0 Days
Start up Meeting at Frank Raines OHV Park	0 days
Field Visits with subs. Stake site for survey and geotechnical *	0 days
Site Investigations	25 Days
Surveying - campground, Water Lines, Tank Locations, Day Use	15 days
Geotechnical Investigations-Tank Locations, Source Protection, Water Lines	25 days
Master Plan	50 Days
Calculation/modeling	10 days
Equipment Selection	5 days
Exhibits	10 days
Draft Report	15 days
County Review	10 days
Meeting with County	0 days
Finalize Report	10 days
Meeting with County	0 days
Phases 1A, 1B, 2, 3 CD 50% Design	55 Days
Prepare 50% Submittal	30 days
County Review and Comment	10 days
Design Review Meeting	0 days
Phases 1A, 1B, 2, 3, CD 95% Design	45 Days
Prepare 50% Submittal	30 days
County Review and Comment	10 days
Design Review Meeting	0 days
Phase 1A, CD, Final Design	20 Days
Prepare Final Submittal	20 days
Environmental Reviews (by others)	120 Days
Species Surveys	60 days
Wetlands Consultation w/ACE	60 days
Fish and Game Consultation	60 days
Building Department Review	15 Days
Submit packages to Building Department (by County)	0 days
Department Review	10 days
Modify Drawings per review (Consultant)	5 days
DPH Permitting	125Days
DPH review of Master Plan	15 days
DPH review of 50% submittal	15 days
DPH review of 95% submittal	15 days
DPH review of final submittal	15 days
Submit permit amendment to DPH (County, with input from Consultant)	20 days

	Description	Duration
	DPH Permitting (continued)	125 Days
	Submit draft operations plan to DPH *	20 days
	Submit final operations plan to DPH	20 days
	Procurement (Phases 1A, 1B, 2, 3)	60 Days
	Prepare Bid Document (County)	15 days
	Advertise	30 days
	Bid Opening	0 days
	Bid Review	15 days
	Contract Award	0 days
	Construction Phase (Phases 1A, 1B, 2, 3)	135 Days
	Mobilization/Submittal Review	15 days
	Construction of Phase 1A	120 days
	Closeout Phase (Phase 1A, 1B, 2, 3)	40 Days
	Final Inspection	0 days
	Punch List Completion	30 days
	Construction Completion	0 days
	As- Construction Drawings	10 days

Note: "Days" are defined as "work days" (five days per week) not "calendar days".



DEPARTMENT OF PARKS AND RECREATION
3800 Cornucopia Way, Suite C
Modesto, CA 95358
Phone: (209) 525-6700
Fax: (209) 525-6773

**AMENDMENT NO. 1
TO
PROFESSIONAL DESIGN SERVICES AGREEMENT
PSOMAS**

This Amendment No. 1 to the Agreement for Professional Design Services ("Amendment No. 1") by and between the COUNTY OF STANISLAUS ("County") and PSOMAS. ("Consultant") is made and entered into on September 9, 2010.

Whereas, the County and Consultant entered into an Agreement for Professional Services on March 24, 2010 ("the Agreement"), and

Whereas, Section 2.2 – Additional Services, provides that the Consultant shall not receive compensation for services outside of the scope of services specified in the Response unless the County or Project Manager for this Project, approves such additional services in writing, prior to the service being performed; and

Whereas, Section 7.19 Amendments, states that only a written Amendment executed by the parties hereto or their respective successors and assigns may amend this Agreement; and

Whereas, the County has a need to add the design of Power Pedestals and new wires to Recreational Vehicle (RV) sites within the Frank Raines RV Campground area to Scope of Work; and

Whereas, the County, by adding the design of Power Pedestals and new wires to this project, can save money by trenching the roads only one time; and

Whereas, the total not to exceed cost of the additional services is \$5,310.00; and

Whereas, this amendment is for the mutual benefit of County and Consultant;

Now, therefore, the County and Consultant agree as follows:

1. The following is added to Exhibit A - Scope of Work:

"4. RV Power Pedestals and Wiring

Consultant shall provide calculations and design (sheets within the construction documents for the water project, and any applicable specifications) for RV Power Pedestals and new wires to RV sites within the Frank Raines RV Campground area.

Task 1 – The Consultant shall develop a conceptual design of the RV Power Pedestals and new wires to RV sites within the Frank Raines RV Campground area and attend a review meeting to review the conceptual design.

Task 2 – The Consultant shall write applicable Specifications for the RV Power Pedestals and new wires to the RV sites within the Frank Raines RV Campground area. The Consultant shall calculate the voltage drop for the long wire runs and develop the contact drawings for the RV Power Pedestals and new wires to the RV sites within the Frank Raines RV Campground area.

Task 3 – The Consultant shall provide answers to questions that are posed during the bidding process. The Consultant shall review Contractor submittals and answer questions during the construction of the RV Power Pedestals, and new wires to RV sites.

2. Paragraph 2.1 the second sentence is amended as follows:

"Consultant's compensation shall in no case exceed Two Hundred and Nine Thousand, Two Hundred and Eighty Three Dollars (\$209,283.00) for the initial scope of work. Consultant's compensation shall in no case exceed Five Thousand, Three Hundred and Ten Dollars

(\$5,310.00) for the additional services identified in Amendment 1 to the Agreement. Total Consultant's compensation shall not exceed **\$214,593.00**.

3. The following is added to Exhibit B – Price Schedule – Project Price Summary

RV Power Pedestals and Wiring

Task	Task Description	Total Not to Exceed
1	Conceptual Design	
1.01	Develop Conceptual Design	\$620.00
1.02	Attend review meeting	\$760.00
	Mileage	\$118.00
	Subtotal	\$1,498.00
2	Phase 1b design	
2.01	Write specifications	\$380.00
2.02	Calculate voltage drop for long runs	\$570.00
2.03	Develop contract drawings	\$1,810.00
	Subtotal	\$2,760.00
3	Assistance During Construction	
3.01	Answer questions during bidding	\$190.00
3.02	Review contractor submittals	\$190.00
3.03	Answer questions during construction	\$190.00
	Subtotal	\$570.00
	Note: The above services shall be performed by the subconsultant Burnside Engineering	
	Mark up 10%	\$483.00
	TOTAL	\$5,310.00

4. In Exhibit B – Price Schedule – Project Price the “not to exceed Contract Amount” in the last sentence is changed to read:

“\$214,593.00”

5. The following is added to Exhibit B – Price Schedule – Man-hours

Task	Sr. Electrical and Control Engineer	Electrical and Control Engineer	CAD Drafter	Total Hours
1				
1.01	2		4	6
1.02	4			4
2				
2.01	2			2
2.02	3			3
2.03	7		8	15
3				
3.01	1			1
3.02	1			1
3.03	1			1
Total	21		12	33

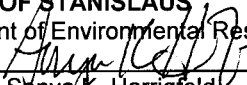
6. The following is added to Exhibit B – Price Schedule – Hourly Rates

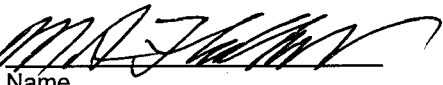
TITLE	HOURLY BILLABLE
Sr. Electrical and Control Engineer (Sub Consultant)	\$190.00

Electrical and Control Engineer (Sub Consultant)	\$100.00
CAD Drafter (Sub Consultant)	\$60.00

7. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.


In witness whereof, the parties have executed this Amendment on the date written above.

COUNTY OF STANISLAUS
 Department of Environmental Resources
 By: 
 Sonya K. Harrigfeld
 Director

PSOMAS
 By: 
 Name
 Title

Date: 9/8/10 "County"

Date: 9/7/10 "Consultant"

APPROVED AS TO FORM:
 John P. Doering
 County Counsel
 By: 
 Thomas E. Boze
 Deputy County Counsel



BOARD OF SUPERVISORS

2011 JUN -31 A 10:131

DEPARTMENT OF PARKS AND RECREATION

3800 Cornucopia Way, Suite C

Modesto, CA 95358

Phone: (209) 525-6700

Fax: (209) 525-6773

Agreement No. A022609

AMENDMENT NO. 2
TO
PROFESSIONAL DESIGN SERVICES AGREEMENT
PSOMAS

This Amendment No. 2 to the Agreement for Professional Design Services ("Amendment No. 2") by and between the COUNTY OF STANISLAUS ("County") and PSOMAS. ("Consultant") is made and entered into on June 1, 2011.

Whereas, the County and Consultant entered into an Agreement for Professional Services on March 24, 2010 ("the Agreement"), and

Whereas, Section 2.2 – Additional Services, provides that the Consultant shall not receive compensation for services outside of the scope of services specified in the Response unless the County or Project Manager for this Project, approves such additional services in writing, prior to the service being performed; and

Whereas, Section 7.19 Amendments, states that only a written Amendment executed by the parties hereto or their respective successors and assigns may amend this Agreement; and

Whereas, the County has a need to revise the design drawings to bring the construction costs into alignment with the budget; and

Whereas, the total not to exceed cost of the additional services is \$16,825.00; and

Whereas, this amendment is for the mutual benefit of County and Consultant;

Now, therefore, the County and Consultant agree as follows:

- 1. The following is added to Exhibit A - Scope of Work:

"5. Revisions to the Design Drawings

Consultant shall provide revisions to the existing design drawings. These revisions shall bring the project's construction costs into alignment with the budget for modifications to the water system at Frank Raines Regional Park.

Design changes shall consist of moving the Water Treatment Plant to a location near the Large Diameter Well, provide a design for a hydro-pneumatic tank and booster pump system, and the design shall reduce the linear footage of the 4" waterlines to be replaced. These revision shall include only the applicable portions of the project drawings and updating of necessary specifications.

Consultant shall include a small pump collection well and pump just outside of the Water Treatment Plant building to collect and pump the backwash water into the sanitary sewer lateral."

- 2. Paragraph 2.1 the second sentence is amended as follows:

"Consultant's compensation shall in no case exceed **Two Hundred and Nine Thousand, Two Hundred and Eighty Three Dollars (\$209,283.00)** for the initial scope of work. Consultant's compensation shall in no case exceed **Five Thousand, Three Hundred and Ten Dollars (\$5,310.00)** for the additional services identified in Amendment 1 to the Agreement and **Sixteen Thousand Eight Hundred Twenty-Five (\$16,825.00)** for the services identified in Amendment 2 to the Agreement. Total Consultant's compensation shall not exceed **\$231,418.00.**"

- 3. The following is added to Exhibit B – Price Schedule – Project Price Summary

Revisions to the Design Drawings

Task	Task Description	Total Not to Exceed
1		
GO.1	Title Sheet Minor changes	\$0.00
GO.2	Sheet Index etc., minor changes	\$0.00
GO.3	Overall Site Plan, change location of WTP, remove water lines add existing water lines	\$300.00
GO.4	Major revisions and calcs	\$1,776.00
TO.1	Details 1 – minor changes	\$0.00
TO.2	Details 3 – minor changes	\$0.00
TO.4	Details 4 – minor changes	\$0.00
C1.1	Demolition – remove hatching and add new irrigation line	\$420.00
C1.2	Large diameter well – minor changes	\$0.00
C1.3	Well Section / details – minor changes	\$0.00
C2.1	WTP site demolition – remove from set	\$0.00
C2.1A	WTP site grading – redraw entire sheet	\$1,138.00
C2.2	WTP site plan redraw entire sheet	\$1,158.00
C2.3	Irrigation Tank – remove from set	\$0.00
C2.4	Irrigation Tank details – remove from set	\$0.00
C2.5	Potable Tank –change dimensions	\$310.00
C2.6	Potable Tank details – revise	\$310.00
C2.7	Building plan – revise	\$310.00
C2.8	WTP equipment plan – revise	\$310.00
C2.9	WTP piping and building elev – revise	\$310.00
C2.10	WTP piping building elev – revise	\$310.00
C3.1	Campground site plan – major revision	\$1,040.00
C3.2	Plan / Profile – remove from set	\$0.00
C3.3	Plan / Profile – remove from set	\$0.00
C3.4	Plan / Profile – revise	\$530.00
C3.5	Plan / Profile – revise	\$530.00
C3.6	Plan / Profile – revise	\$530.00
C3.7	Plan / Profile – remove from set	\$0.00
C3.8	Plan / Profile – remove from set	\$0.00
C3.9	Plan / Profile – remove from set	\$0.00
C3.10	Plan / Profile – remove from set	\$0.00
C4.1	Plan / Profile – remove from set	\$0.00
C4.2	Plan / Profile – remove from set	\$0.00
C4.3	Plan / Profile – remove from set	\$0.00
C4.4	Plan / Profile - remove from set	\$0.00
C4.5	Plan / Profile – remove from set	\$0.00
C4.6	Plan / Profile – remove from set	\$0.00
C4.7	Plan / Profile – remove from set	\$0.00
C4.8	Plan / Profile – remove from set	\$0.00
Specs	Revise, new section (hydro tank) call suppliers	\$1,614.00
Cost Est	Revisr Cost Estimate. Develop new bid form	\$628.00
E0.1	Symbols, Abbreviations, Notes – minor revisions	\$87.00
E0.2	Single line – revise	\$560.00
E0.3	P&ID – revise	\$750.00
E1.1	Well area plan – major revision	\$1,060.00
E1.2	Well Area plan – minor revision	\$0.00
E2.1	WTP plan/schedules – revise	\$760.00
E2.2	WTP wiring plan – major revision	\$1,190.00
E2.3	Booster pump wiring – revise	\$690.00
General	Psomas 4% subconsultant overhead	\$204.00
	TOTAL	\$16,825.00

4. In Exhibit B – Price Schedule – Project Price the “not to exceed Contract Amount” in the last sentence is changed to read:

“\$231,418.00”

5. The following is added to Exhibit B – Price Schedule – Man-hours

Task	PM Psomas	PE Psomas	Draft Psomas	Clerical Psomas	Sr. Control Engineer Burnside	CAD Drafter Burnside	Total Hours
1							
GO.1							
GO.2							
GO.3			3				3
GO.4	4	8	3				15
TO.1							
TO.2							
TO.4							
C1.1		2	2				4
C1.2							
C1.3							
C2.1							
C2.1A	2	4	4				10
C2.2	2	6	2				10
C2.3							
C2.4							
C2.5		1	2				3
C2.6		1	2				3
C2.7		1	2				3
C2.8		1	2				3
C2.9		1	2				3
C2.10		1	2				3
C3.1		4	6				10
C3.2							
C3.3							
C3.4		3	2				5
C3.5		3	2				5
C3.6		3	2				5
C3.7							
C3.8							
C3.9							
C3.10							
C4.1							
C4.2							
C4.3							
C4.4							
C4.5							
C4.6							
C4.7							
C4.8							
Specs	4	8		2			14
Cost Est	2	3					5
E0.1					.3	.5	.8
E0.2					2	3	5
E0.3					3	3	6
E1.1					4	5	9
E1.2							
E2.1					4		4
E2.2					5	4	9
E2.3					3	2	5
TOTAL	14	50	38	2	21.3	17.5	142.8

6. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

In witness whereof, the parties have executed this Amendment on the date written above.

COUNTY OF STANISLAUS
Department of Environmental Resources
By: [Signature]
Sonya K. Harrigald
Director

PSOMAS
By: [Signature]
Name
Title

Date: 6/1/11 "County"

Date: 5/26/11 "Consultant"

APPROVED AS TO FORM:
John P. Doering
County Counsel
By: [Signature]
Thomas E. Boze
Deputy County Counsel



**AMENDMENT NO. 3
TO
PROFESSIONAL DESIGN SERVICES AGREEMENT
PSOMAS**

This Amendment No. 3 to the Agreement for Professional Design Services ("Amendment No. 3") by and between the COUNTY OF STANISLAUS ("County") and PSOMAS. ("Consultant") is made and entered into on March 5, 2012.

Whereas, the County and Consultant entered into an Agreement for Professional Services on March 24, 2010 ("the Agreement"), and

Whereas, Section 2.2 – Additional Services, provides that the Consultant shall not receive compensation for services outside of the scope of services specified in the Response unless the County or Project Manager for this Project, approves such additional services in writing, prior to the service being performed; and

Whereas, Section 7.19 Amendments, states that only a written Amendment executed by the parties hereto or their respective successors and assigns may amend this Agreement; and

Whereas, the County has a need to revise the design drawings to add a foundation design that is required for the relocated water tank and water treatment plant building; and

Whereas, the total not to exceed cost of the additional services is \$9,006.00; and

Whereas, this amendment is for the mutual benefit of County and Consultant;

Now, therefore, the County and Consultant agree as follows:

1. The following is added to Exhibit A - Scope of Work, Phase 3

"6. Item 6- Foundation Design Revision and Contract Document Revisions:

Task 1: Foundation Design Revision and Contract Document Revisions

Based on a revised geotechnical report, Consultant shall provide additional foundation design for the relocated water tank and water treatment plant building. The following scope is included in the revisions:

- a. Revise the water tank to a 10,000 gallon capacity.
- b. Design caissons for the 10,000 gallon water tank.

Deliverables:

- a. Draft Final Plans (11 x 17), PDF of specifications and cost estimate shall be provided to the County for review. Upon approval, Final Construction Contract Documents shall be provided to the County. One copy of the plans (fullsize, mylar), unbound specifications and cost estimate shall be provided. In addition a CD of the drawing in AutoCAD, specification in PDF and Word format, and cost in PDF and Excel format shall be provided to the County.
- b. Two (2) phone meetings with the County to go over any issues/questions

Timeline:

Consultant shall prepare a Draft Final for County review within five (5) weeks from the Notice to Proceed.

Consultant shall prepare the Final Contract Documents two (2) weeks after the County comments are received on the Draft Final.

2. Paragraph 2.1 the second sentence is amended as follows:

“Consultant’s compensation shall in no case exceed **Two Hundred and Nine Thousand, Two Hundred and Eighty Three Dollars (\$209,283.00)** for the initial scope of work. Consultant’s compensation shall in no case exceed **Five Thousand, Three Hundred and Ten Dollars (\$5,310.00)** for the additional services identified in Amendment 1 to the Agreement; and **Sixteen Thousand Eight Hundred Twenty-Five (\$16,825.00)** for the services identified in Amendment 2 to the Agreement; and **Nine Thousand, Six Dollars (\$9,006.00)**. Total Consultant’s compensation shall not exceed **Two Hundred Forty Thousand, Four Hundred Twenty-Four Dollars (\$240,424.00).**”

3. The following is added to Exhibit B – Price Schedule – Project Price Summary

Revisions to the Design Drawings – “Additional Foundation Design”

Task	Task Description	Total Not to Exceed
1.01	Sheet G04 – Update Schematic	\$320.00
1.02	Typical Detail Sheets (4 Sheets) – Update	\$320.00
1.03	Sheet C1.1 – Revise Demolition Plan	\$530.00
1.04	Sheet C1.2 – Update Site Plan	\$840.00
1.05	Sheet C2.1 – Change water tank size to 10,000 gallon	\$320.00
1.06	Add Structural Sheet for water tank foundation	\$2,120.00
1.07	Sheet C2.2 – Revise Tank Plans & Sections	\$420.00
1.08	Plot 25 Sheets to Mylar	\$1,178.00
1.09	QA/QC	\$447.00
1.10	Update Specifications	\$1,154.00
1.11	Update Cost Estimate	\$699.00
1.12	Plans in Hand Review	\$660.00
	TOTAL	\$9,006.00

4. In Exhibit B – Price Schedule – Project Price the “not to exceed Contract Amount” in the last sentence is changed to read:

“\$240,424.00”

5. The following is added to Exhibit B – Price Schedule – Man-hours

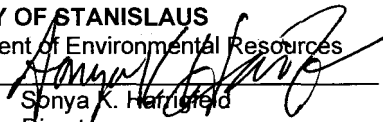
Task		PM Psomas \$149.00	PE Psomas \$110.00	Draft Psomas \$100.00	Clerical Psomas \$69.00	Other Costs	Total
1	Revisions to the Design Drawings – “Additional Foundation Design”						
1.01	Sheet G04 – Update Schematic		2	1			\$320.00
1.02	Typical Detail Sheets (4 Sheets) – Update		2	1			\$320.00
1.03	Sheet C1.1 – Revise Demolition Plan		3	2			\$530.00
1.04	Sheet C1.2 – Update Site Plan		4	4			\$840.00

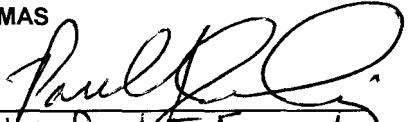
Task		PM Psomas	PE Psomas	Draft Psomas	Clerical Psomas	Other Costs	Total
1	Revisions to the Design Drawings – "Additional Foundation Design" (continued)						
1.05	Sheet C2.1 – Change water tank size to 10,000 gallon		2	1			\$320.00
1.06	Add Structural Sheet for water tank foundation		12	8			\$2,120.00
1.07	Sheet C2.2 – Revise Tank Plans & Sections		2	2			\$420.00
1.08	Plot 25 Sheets to Mylar		1	4		\$666.00	\$1,176.00
1.09	QA/QC	3					\$447.00
1.10	Update Specifications	1	6		5		\$1,154.00
1.11	Update Cost Estimate	1	5				\$699.00
1.12	Plans in Hand Review		6				\$660.00
	NOT TO EXCEED TOTAL	5	45	23	5		\$9,006.00

NOTE: Consultant shall submit a detailed invoice for the work actually completed. The invoice is to include: 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.

6. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

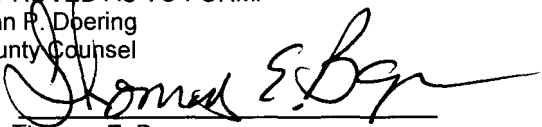
In witness whereof, the parties have executed this Amendment on the date written above.

COUNTY OF STANISLAUS
 Department of Environmental Resources
 By: 
 Sonya K. Harrington
 Director

PSOMAS
 By: 
 Name Paul J. Enneking
 Title V.P.
 "Consultant"

Date: 3/5/12 "County"

Date: 3-1-12 "Consultant"

APPROVED AS TO FORM:
 John P. Doering
 County Counsel
 By: 
 Thomas E. Boze
 Deputy County Counsel