

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

DEPT: Public Works *adad*

BOARD AGENDA # *C-1

Urgent Routine

AGENDA DATE November 9, 2010

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Award a Consulting Contract for Engineering Design and Environmental Services to Dokken Engineering for the Geer Road over Tuolumne River Bridge Project in the Modesto Area

STAFF RECOMMENDATIONS:

1. Award a consulting contract for engineering design and environmental services to Dokken Engineering, not to exceed \$143,567 for the Geer Road over Tuolumne River Bridge Project.
2. Authorize the Director of Public Works to execute a contract with Dokken Engineering and to sign necessary documents.
3. Direct the Auditor-Controller to make the necessary budget adjustments per the financial transaction sheet.

FISCAL IMPACT:

The estimated total cost of the project is \$1,386,000 which includes \$231,000 for engineering design, environmental services and County staff time, \$924,000 for construction, \$138,600 for construction engineering, and \$92,400 for construction contingency. The Geer Road over Tuolumne River Bridge Project will be funded 88.53% by Highway Bridge Program (HBP) funds and an 11.47% local match. The local match is available in Public Works' Road Fund. At this time, \$143,567 is needed for engineering design and environmental services.

BOARD ACTION AS FOLLOWS:

No. 2010-695

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

and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: Chairman Grover

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.

Approval to Award a Consulting Contract for Engineering Design and Environmental Services to Dokken Engineering for the Geer Road over Tuolumne River Bridge Project in the Modesto Area

DISCUSSION:

The Geer Road Bridge over Tuolumne River Bridge Project is a seismic retrofit project to improve the bridge to meet current seismic design standards. The work consists of installing hinge restrainers at two locations on the existing Geer Road Bridge over the Tuolumne River, construction of two cast-in-steel-shell concrete piles at bridge piers 3 and 9, and improvements to both abutments.

On August 15, 2000, the California Department of Transportation (Caltrans) executed an Authorization to Proceed for the project's Preliminary Engineering (PE) phase thereby obligating \$75,000 of Federal funds.

Dokken Engineering was originally under contract with Caltrans for the design of the project. The contract between Dokken Engineering and Caltrans was terminated on February 28, 2001, at which time all outstanding work became the responsibility of Stanislaus County. Dokken Engineering, under contract with Caltrans, had the plans and specifications for the project complete at the time that the contract was terminated.

The project was delayed several times between 2001 and 2006 due to budget constraints, staffing changes, and changes in department priorities. On July 21, 2006, the Federal funds were de-obligated.

On July 20, 2010, Caltrans executed an Authorization to Proceed for the project's PE phase thereby obligating \$96,000. The Public Works Department is currently requesting additional PE phase funds totaling \$135,000 from Caltrans, with an 11.47% local match.

Dokken Engineering has provided a revised scope and fee to update the plans and specifications to meet current design seismic standards and to assist the County to complete the environmental review process for National Environmental Policy Act (NEPA) determination.

This project is exempt from the California Environmental Quality Act (CEQA) under Class 2, Section 15302 (Replace/Reconstruct) of the California Code of Regulations. Stanislaus County will be the lead agency issuing a California Environmental Quality Act Categorical Exemption determination for the project.

Caltrans takes no exception to continuing to use Dokken Engineering on the project, with the revised scope and fee.

Approval to Award a Consulting Contract for Engineering Design and Environmental Services to Dokken Engineering for the Geer Road over Tuolumne River Bridge Project in the Modesto Area

Staff concludes that soliciting new proposals for the project does not produce any public advantage. It is in the County's and public's best interest to negotiate a contract with the existing consultant on the project rather than solicit new proposals for the following reasons:

1. Dokken Engineering has already completed plans and specifications for the project, under a previous contract with Caltrans.
2. Competitive bidding for consultants requires award to the most qualified consultant, which would almost certainly be Dokken Engineering due to their history, familiarity with the project, and qualifications. Through no fault of Dokken Engineering, this project has been delayed several times.
3. The total preliminary engineering costs to produce the plans, specifications and estimate remains less than the Caltrans standard allowance of 25% of the estimated construction costs.

Staff is recommending that a new contract be entered into for the revised scope.

The construction phase of the Geer Road over Tuolumne River Bridge Project is anticipated to start in the fall of 2011 and be completed by the spring of 2012.

POLICY ISSUES:

This action supports the Board's priorities of providing A Safe Community, A Healthy Community and A Well-Planned Infrastructure System by advancing design work and environmental studies for the future replacement of the Geer Road Bridge.

STAFFING IMPACT:

There is no staffing impact associated with this item.

CONTACT PERSON:

Matt Machado, Public Works Director. Telephone: (209) 525-4130.

AUDITOR-CONTROLLER BUDGET JOURNAL



Balance Type	Budget	
Category	Budget - Upload	
Source		
Currency	USD	
Budget Name	LEGAL BUDGET	
Batch Name		BO#
Journal Name		
Journal description	Transfer budget to the Geer Road over Tuolumne River Bridge Project	
Period	JUL-10 to JUN-11	
Organization	Stanislaus Budget Org	

Line	Coding Structure						Debit	Credit	Description
	Fund 4	Org 7	Account 5	GL Proj 7	Loc 6	Misc 6	incr appropriations decr est revenue	decr appropriations incr est revenue	
1	1102	40310	27600	0	0	0.0	127,099.87		
2	1102	40310	27600	9408	0	0.0		127,099.87	
3	1102	40310	63280	9408	0	0.0	143,567.00		
4	1102	40310	63280	0	0	0.0		127,099.87	
5	1102	40310	65660	0	0	0.0		16,467.13	
6						0.0			
7						0.0			
8						0.0			
9						0.0			
10						0.0			
11						0.0			
12						0.0			
13						0.0			
14						0.0			
15						0.0			
16						0.0			
17						0.0			
18						0.0			
19						0.0			
20						0.0			
21						0.0			
22						0.0			
23						0.0			
24						0.0			
25						0.0			
Totals							270,666.87	270,666.87	

Transfer budget to the Geer Road over Tuolumne River Bridge Project

Requesting Department	CEO	Auditors Office Only
Sharon Andrews		
Signature	Signature	Prepared By
10/28/2010	10/11/10	Admin Approval (\$75K+)
Date	Date	10/29/10
		Date

Contact Person & Phone Number

**STANISLAUS COUNTY
PROFESSIONAL DESIGN SERVICES AGREEMENT**

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

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

1.0 PROFESSIONAL SERVICES TO BE PROVIDED BY CONSULTANT

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

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

1.3. Representations: Consultant represents that it has reviewed the RFP and that in its professional judgment the services to be performed under this Agreement can be performed within the maximum fee set forth herein below and within the time specified in the Project Schedule attached hereto. Consultant represents that it is qualified to perform the professional services required by this Agreement and possesses the necessary licenses and permits required to perform said services. Consultant represents that it has no interest and shall not acquire any interest direct or indirect which conflicts, or has the appearance of conflicting, in any manner or degree with the performance of the work and services under this Agreement.

1.4. Compliance with Laws. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California 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. During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because

of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

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

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

2.0 COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in **Exhibit "C"**, attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed One Hundred Forty-Three Thousand Five Hundred Sixty-Seven Dollars (\$143,567).

2.2. Reimbursements. In addition to the aforementioned fees, Consultant will be reimbursed for any expenses specifically set forth in a Project Scope of Work. All such reimbursement amounts are limited to those costs and expenses that are reasonable, necessary and actually incurred by the Consultant in connection with the services provided. The County shall not pay a mark up on any item of reimbursement. The County shall not pay for any item of overhead such as telephone, facsimile, postage, etc. All requests for reimbursement shall be accompanied by a copy of the original invoice.

2.3. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in Exhibits A and B 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.

2.4. Method of Billing. Consultant may submit invoices to County's Project Manager for approval on a progress basis, but no more often than once each calendar month. Said invoice

shall be based on the total of all Consultants' services that have been completed to County's sole satisfaction. County shall pay Consultant's invoice within forty-five (45) days from the date County receives said invoice. Each invoice shall describe in detail, the services performed and the associated percentage of tasks completed. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

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

3.0 TIME OF PERFORMANCE

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

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0 TERM OF CONTRACT AND TERMINATION

4.1. Term. This Agreement shall commence upon approval by the County's Board of Supervisors and continue until the work required herein is completed, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

4.3. Compensation. In the event of termination, County shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including

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

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

5.0 INSURANCE REQUIREMENTS

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

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than Two Million Dollars (\$2,000,000.00), combined single limits, per occurrence and aggregate. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than Two Million Dollars (\$2,000,000.00), combined single limit for each occurrence. If Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than three years following Final Completion of the Project.

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

5.7. Cancellation of Insurance: Each insurance policy required by this section shall be

endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies. Consultant shall maintain such coverage in effect for three years after substantial completion of the project to the extent it is commercially available at reasonable rates.

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

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

6.0 INDEMNIFICATION

6.1. Indemnification: To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, agents, employees and representatives from and against any and all claims, suits, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, which are founded upon, arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors, excluding, however, such liabilities caused in part by the sole negligence, active negligence or willful misconduct of the County, its agents, employees, and representatives.

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

6.3. Duty to Cooperate: Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement. Specifically, Consultant shall take all steps necessary to assist the County in the defense of any claim brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project.

6.4. Patent Rights: Consultant represents that professional services provided by Consultant pursuant to this Agreement does not infringe on any other copyrighted work. Consultant shall defend, indemnify and hold harmless the County from all loss, cost, damage, expense, liability or claims, including attorneys' fees, court costs, litigation expenses and expert consultant or witness fees, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by the County of any articles or services supplied under this agreement.

7.0 GENERAL PROVISIONS

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

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

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

7.4. Designated Personnel: A material covenant of this agreement is that the Consultant shall assign the individuals designated below to perform the functions designated so long as they continue in the employ of the Consultant. The designated individuals shall, so long as their performance continues to be acceptable to County, remain in charge of the services for the Project from beginning through completion of services.

- a. Project Manager: Martin Maechler; and
- b. Lead/Manager: N/A

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

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

If to County:
Stanislaus County
Department of Public Works
Attn: Aja Verberg, Project Manager
1716 Morgan Road
Modesto, California 95358
(209) 525-4185 – Phone
(209) 525-4188 - Fax

If to Consultant:
Dokken Engineering
Attn: Martin Maechler, Sr. Civil Engineer
2365 Ironpoint Road, Ste. 200
Folsom, CA 95630
(916) 858-0642 – Phone
(916) 858-0643 - Fax

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

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

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

7.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of County. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship

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

7.12. 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.

7.13. 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.

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

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

7.16. 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.

7.17. 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.

7.18. 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.

7.19. 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.

7.20. Amendments: This Agreement may be amend only by a writing executed by the parties hereto or their respective successors and assigns.

7.21. 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.

7.22. 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.

7.23. 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.


7.24. 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

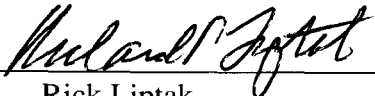
parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

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

COUNTY OF STANISLAUS

DOKKEN ENGINEERING

By: 
Matt Machado, Director
Department of Public Works

By: 
Rick Liptak
President

Approved: BOS Resolution # 2010-695
Dated: 11-09-2010

APPROVED AS TO FORM:

John P. Doering
County Counsel

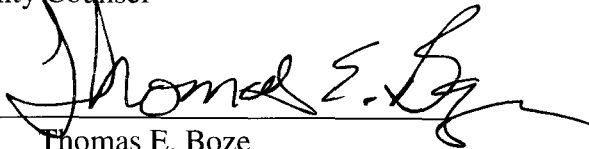
By: 
Thomas E. Boze
Deputy County Counsel

EXHIBIT A
COUNTY'S REQUEST FOR PROPOSAL

N/A

EXHIBIT B

CONSULTANT'S RESPONSE TO COUNTY'S REQUEST FOR PROPOSAL

SCOPE OF WORK

Dokken Engineering will perform the following scope of work for the Geer Road Bridge Seismic Retrofit Project.

Revised on October 4, 2010.

1. Project Management

Task 1.1 Progress Monitoring - Dokken Engineering will monitor and direct work activities on this project in accordance with the contracted work scope, schedule, and budget. Dokken Engineering will prepare and submit monthly Progress Reports to the County of Stanislaus.

Task 1.2 Schedule - Dokken Engineering will provide and maintain a milestone schedule which will include a list all tasks, estimated completion dates, actual completion dates, and responsible party. Dokken Engineering will update the schedule as necessary.

Task 1.3 Meetings – Dokken Engineering will set up regular Project Status Meetings. An agenda and meeting minutes will be prepared and distributed for each meeting.

2. NEPA/CEQA Documentation

Dokken Engineering shall perform all required environmental research and analysis necessary for the project, pursuant to CEQA and NEPA requirements, as well as the policies and procedures contained in Caltrans' Environmental Handbook and Local Programs Manual. Dokken Engineering shall perform all environmental documentation and coordination, which shall include the following:

Task 2.1 Preliminary Environmental Study (PES) Form – Dokken Engineering will prepare a draft PES Form based on the field review that took place on September 20, 2010 between with Dokken Engineering, the County, and Caltrans. The draft PES Form will be sent for review by the County and Caltrans. The PES form will outline the recommended federal environmental documentation, technical studies, surveys, approvals, agency coordination, and permits required for the seismic retrofit project. The County will review the PES form prior to submitting to Caltrans for signature and prior to initiating technical studies.

Task 2.2 NEPA Categorical Exclusion (CE) – Dokken Engineering will work with Caltrans Local Assistance to prepare a CE as the NEPA approval document for the project and will include avoidance, minimization and mitigation measures provided in the technical studies prepared. These technical studies are described below under Section 3.

3. Technical Studies

Task 3.1 Noise Technical Memorandum – Dokken Engineering will prepare a Noise Impact technical memorandum which will document that the project will not permanently increase noise in the project area. In addition, this memorandum will outline local noise standards, potential short term construction noise, and propose minimization and/or mitigation measures to minimize potential noise impacts. Particular attention will be paid to noise intensive activities such as pile driving.

Task 3.2 Hazardous Waste Initial Site Assessment (ISA) – Dokken Engineering will conduct research through the Water Quality Board and County Record and perform a hazardous waste records search. Based on the findings of this research a Hazardous Waste ISA Checklist will be prepared. If the findings warrant additional documentation, a complete ISA Report will be prepared.

Task 3.3 Water Quality Assessment – Dokken Engineering will prepare a Water Quality Assessment Report to address the project impacts on water quality based on current Caltrans guidelines

SCOPE OF WORK

(Environmental Handbook Volume 1, Chapter 9, Water Quality). The report will discuss receiving waters conditions, objectives, and beneficial uses as well as Caltrans standard best management practices (BMPs) and project design features required in accordance with the current Caltrans Statewide Storm Water Management Plan (SWMP).

Additionally, compliance with the National Pollution Discharge Elimination System (NPDES) requirements from the Regional Water Quality Control Board (RWQCB), in accordance with the NPDES general construction activity stormwater discharge permit, will also be identified if applicable. Likewise, compliance with Section 401 of the Clean Water Act will ultimately be necessary (water quality certification). With these requirements, specific mitigation measures, including BMPs specified in Caltrans' Storm Water Quality Handbook - Planning and Design Guide, will be identified for any significant water quality impacts that may occur during construction.

Task 3.4 Location Hydraulic Study/Floodplain Evaluation Report – Since the project is located within an established 100-year floodplain, the Dokken Engineering team will prepare a Location Hydraulic Study to determine the impacts of the proposed project to the federal floodplain. This study will document any potential this project might have to change the base floodplain or otherwise impact the potential for local flooding. Executive Order 11988 - Floodplain Management is the guiding federal document for any floodplain action.

A Floodplain Evaluation Report shall be prepared by Dokken Engineering. This is a self-sufficient technical report, which is used to support the conclusions of the Location Hydraulic Study for use in an environmental document. It contains the information from a Location Hydraulic Study and a Summary of Floodplain Encroachment Report, but is more detailed. Dokken Engineering shall include a project description, a strip map delineating the base floodplain with all project encroachments identified, and mitigation measures, as well as a discussion of all practical alternatives to each potential encroachment.

Task 3.5 Section 4(f) Consultation – Dokken Engineering will coordinate and consult with the County Parks and State Lands Commission to obtain concurrence that this project would only involve a minor amount of park land and would result in no temporary or permanent adverse change to the park resource. This project is exempt from Section 4(f) evaluation requirements due to “temporary occupancy” use of the Section 4(f) resource, but a record of consultation will be provided for inclusion with the Categorical Exclusion.

Task 3.6 Visual Impact Technical Memorandum – Dokken Engineering will prepare a Visual Impact Technical Memorandum to document the potential for visual changes as a result of the project. This memorandum will also include discussion of vegetation that would require removal as well as proposed revegetation following construction. Once the draft is completed, it must be reviewed and approved by a certified landscape architect prior to submittal to Caltrans for review and approval.

Task 3.7 Sub-Consultant Quality Assurance Review – Dokken Engineering will provide a quality assurance review for the studies associated with biological resource and cultural resource documentation prepared by other consultants to the County. This review would include (but is not limited to) the Natural Environment Study (NES), Biological Assessment (BA), Historic Property Survey Report (HPSR), Archaeological Survey Report (ASR), and Historic Resource Evaluation Report (HRER). As part of this support role, Dokken Engineering will also prepare an Area of Potential Effects Map to be used in the HPSR submittal. Dokken Engineering will also be available to provide coordination support for the County in order to complete the NEPA approval.

SCOPE OF WORK

4. Permitting

Task 4.1 CVRWQCB - Dokken Engineering will prepare the Section 401 Clean Water Certification application for submittal to the Central Valley Regional Water Quality Control Board (CVRWQCB). Dokken Engineering will coordinate with CVRWQCB and provide additional project information needed to complete the 401 process.

Task 4.2 SWRCB - Dokken Engineering will prepare the Section 402 Notice of Intent to comply with the Clean Water Act for general construction activities for submittal to the State Water Resources Control Board (SWRCB). Dokken Engineering will coordinate with SWRCB and provide additional project information needed to complete the 402 process.

Task 4.3 ACOE - Dokken Engineering will prepare the Section 404 Nationwide 14 Linear Transportation Projects and Nationwide 13 Bank Stabilization applications for submittal to the Army Corps of Engineers (ACOE). Dokken Engineering will coordinate with ACOE and provide additional project information needed to complete the 404 process.

Task 4.4 CDFG - Dokken Engineering will prepare the Section 1602 Streambed Alteration Forms 2023 and 2024 for submittal to the California Department of Fish and Game. Dokken Engineering will coordinate with CDFG as necessary and provide any additional project information needed to complete the 1602 process.

Task 4.5 Central Valley Flood Protection Board (Previously Reclamation Board) – Dokken Engineering will prepare the detailed CVFPB application for submittal as the Tuolumne River is within their jurisdiction. Dokken Engineering will coordinate with CVFPB to provide any additional project information requested and respond to any comments from CVFPB.

Task 4.6 Revegetation Plan – Dokken Engineering will prepare a revegetation plan to implement the measures from the NES and regulatory permits described above. The revegetation plan will include plant types, numbers, and their location shown on a plan sheet, any irrigation if necessary, plans and specifications for the contractor to implement, as well as monitoring and maintenance requirements.

Dokken Engineering has included permitting fees up to \$6,500 in our cost proposal so that we can issue payments directly to the permitting agencies.

5. Right-of-Way

Task 6.1 Plat Maps & Legal Descriptions - Dokken Engineering will prepare right of way plats and legal descriptions for two Temporary Construction Easements (TCE's). No permanent right of way takes are anticipated. The County will obtain title reports and provide right of way negotiations as needed.

6. Design

Dokken Engineering will update the existing project Plans, Specifications and Estimate (PS&E) that were last updated on August 14, 1998 and add a title sheet and plans sheets to show construction area signs and temporary easements for construction access and staging. The design shall be in conformance with Caltrans Local Assistance procedures and guidelines for the federally funded Local Bridge Seismic Safety Retrofit Program.

Task 6.1 Bridge Retrofit Design and Plans Update - Dokken Engineering will update the existing project structure design calculations and bridge plans to conform to current Caltrans design criteria as provided in the current Seismic Design Criteria Manual (SDC 1.5), the AASHTO LRFD Bridge Design Specifications with Caltrans Amendments, the Bridge Design Practice Manual, the Bridge

SCOPE OF WORK

Memos to Designers, the Bridge Design Aids Manual and the Bridge Design Details Manual. Plans will be updated to conform to Caltrans Standard Plans and Standard Specifications dated May 2006. Existing Foundation Report will be reviewed and updated as needed to conform to current format.

Task 6.2 Roadway Plans - Dokken Engineering will prepare roadway plan sheets consisting of a Title Sheet, Site Plan and Construction Area Signs sheets. The Title Sheet will be developed from the County's current boilerplate edited in conformance with Caltrans Local Assistance Procedures Manual for federally funded projects. The site plan will show right of ways and temporary easements available to the contractor for construction access and staging. This plan will be based on the results of the right of way negotiations and environmental investigation and approval. Submittal for this task will include:

- 3 copies of 11"x17" Draft Roadway Plan

Task 6.3 Update Design Check, Quantities, Estimate, Specifications and Contract Documents – Dokken Engineering will update the project quantities, item list, special provisions and Engineer's Estimate for County review. The technical special provisions will be updated to conform to 2006 Caltrans Standard Specifications with current specification amendments and standard special provisions with edits as needed to suit this project. Federal requirements, permit requirements and County boilerplate contract documents will be added. Final technical special provisions will be modified to address any County comments, changes to the plans, or unique revisions to coordinate them with the County boilerplate. Revised design calculations will be developed by a California registered Civil Engineer and the independent check calculations will also be updated by another California registered Civil Engineer.

Task 6.4 90% Draft PS&E - Dokken will provide a complete set of project plans, specifications, and construction cost estimate including the bridge retrofit elements updated to current design standards. The complete project plan set will include:

- Title Sheet
- Site Plan
- Construction Area Signs
- Bridge Retrofit Plans

The 90% Draft PS&E Submittal will include:

- 1 set of full sized 24"x36" project plans
- 3 sets of half sized 11"x17" project plans
- 3 copies of the Technical Special Provisions
- 3 copies of the Engineer's Estimate

Task 6.5 95% Revised PS&E - Upon receipt of review comments from the County, Dokken Engineering will revise PS&E and submit the revised PS&E to the County for final review. This task includes a final Quality Assurance review by an independent designer within Dokken Engineering.

The 95% Revised PS&E Submittal will include:

- 3 sets of half sized 11"x17" project plans
- 2 copies of the Technical Special Provisions
- 1 copy of the Engineer's Estimate

SCOPE OF WORK

- Responses to previous County comments

Task 6.6 Final PS&E - Upon receipt of review comments from the County, Dokken Engineering will revise the 95% PS&E to create the final bid documents for the County of Stanislaus to advertise the project for construction. Plans and Specifications are compared a final time for consistency between the plans, specifications and estimate quantities. Under this task, a Resident Engineers File will be prepared, complete with information necessary for the RE to administer the construction.

The Final PS&E submittal will address all comments from the County and/or Caltrans (if the County should choose to have Caltrans review the PS&E), and the internal QA review. The Final PS&E Submittal shall include:

- 1 Full size Bond Original Plan Set for Signature
- 1 Half size 11"x17" Bond Original Plan Set
- 1 set of drawings on disk in AutoCAD format
- Responses to previous County comments
- 2 copies of the Notice to Contractors and Special Provisions Books (1 bound and 1 unbound)
- 2 copies of the Contract and Proposal Books (1 bound and 1 unbound)
- 1 disk of the Notice to Contractors & Special Provisions and Contract & Proposal documents in Microsoft Word format
- 1 copy of Engineer's Estimate
- Anticipated working day schedule
- The County of Stanislaus's original red-lined set of PS&E comments
- RE Pending File

Task 6.7 Request for Authorization and PS&E Certification – Dokken Engineering will prepare the Request for Authorization for Construction and make revisions if necessary to obtain Caltrans approval. Dokken Engineering will prepare and submit the PS&E Certification & Checklist for the County to forward to Caltrans with the RFA package.

7. Bidding/Award Assistance

Dokken Engineering will provide assistance during bidding including answering bidders questions, preparation of addenda, providing consultation and interpretation of the construction documents, and bid evaluation.

8. Construction Support

Task 9.1 Respond to RFI's – Dokken Engineering will provide ongoing consultation and interpretation of contract documents, as requested. Written responses will be provided to all RFI's and supplemental or revised drawings may be issued to provide clarity to the Resident Engineer and Contractor.

Task 9.2 Review of Shop Drawings – This task includes reviewing and stamping shop drawings as returned for corrections or approved. Shop drawings are anticipated for drilled shafts and joint seals. Any corrections will be clearly marked in red and returned to the Resident Engineer.

Task 9.3 As-Built Plans – Using mark-ups received from the Resident Engineer and supplemental or revised drawings from addenda or RFI's, Dokken Engineering will prepare the final record drawings.

SCOPE OF WORK

These drawings will be prepared electronically in ACAD format and provided on a CD and in both full and half size copies on bond paper.

**Cost Proposal for Professional Engineering Services
for
Geer Road Bridge Seismic Retrofit - Environmental & PS&E Update**

County of Stanislaus

CONTRACT No.
CONSULTANT: Dokken Engineering

CONSULTANT COST PROPOSAL
DATE: September 27, 2010

DIRECT LABOR

<u>Name</u>	<u>Role</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Martin Maechler, PE	Project Engineer & Structures	162	\$60.00	\$9,720.00
Andrew Fernandez, PE	Roadway Engineer	48	\$42.00	\$2,016.00
Namat Hosseinion	Senior Environmental Planner	152	\$54.50	\$8,284.00
Cherry Zamora	Associate Environmental Planner	152	\$30.00	\$4,560.00
Sarah Jenkins	Assistant Environmental Planner	518	\$26.50	\$13,727.00
Robert Lawrence, GE	Geotechnical Design	38	\$58.00	\$2,204.00
Mason Hancock, PE	Associate Bridge Engineer	58	\$42.00	\$2,436.00
Terry Fletcher, PLS	Land Surveyor	30	\$48.00	\$1,440.00
Khanh Dang	CADD Detailing & Estimating	110	\$46.00	\$5,060.00
		1,268		

TOTAL - Direct Labor **\$49,447.00**

FRINGE AND INDIRECT COSTS

	<u>Rate</u>	<u>Total</u>
• Fringe Benefits	21.00%	\$10,383.87
• Overhead	8.00%	\$3,955.76
• General and Administrative	123.00%	\$60,819.81
Total Fringe + Indirect Costs	152.00%	\$75,159.44

TOTAL - Indirect Labor **\$75,159.44**

OTHER COSTS (ACTUAL COSTS)

	<u>Total</u>
• Permits	\$6,500.00
• Appraisals	\$0.00
• TCE Negotiations	\$0.00
• Potholing	\$0.00

TOTAL - Other Costs **\$6,500.00**

FEE (10.00%)

TOTAL - Fee **\$12,460.64**

SUBCONTRACTOR COSTS

Total
\$0.00

Total Subconsultant Costs **\$0.00**

TOTAL COST - NOT TO EXCEED **\$143,567.08**



Estimated Labor Hours and Cost
Geer Road Bridge Seismic Retrofit Project
County of Stanislaus

October 7, 2010

Task Description	DOKKEN ENGINEERING										GRAND TOTAL (HOURS)	OTHER DIRECT COSTS	GRAND TOTAL COSTS		
	MARTIN MACHLER, PE Project Manager & Engineer	ANDREW FERNANDEZ, PE Roadway Engineer	NAMAT HOISENDON Senior Environmental Planner	Associate Environmental Planner	Environmental Planner	ROB LAWRENCE, PE Geotechnical Design	MASON HANCOCK, PE Associate Bridge Engineer	TERRY FLETCHER, PLS Land Surveyor	CADD Detailing & Estimating	TOTAL HOURS				OTHER DIRECT COST	TOTAL COST
TASK 1 - PROJECT MANAGEMENT	16		52							68		\$10,516.97	68		\$10,516.97
1.1 Progress Monitoring															
1.2 Schedule	2		8							10		\$1,541.23	10		\$1,541.23
1.3 Meetings	14		44							58		\$8,975.74	58		\$8,975.74
TASK 2 - NEPA DOCUMENTATION				16	40					64		\$5,477.47	64		\$5,477.47
2.1 Preliminary Environmental Study (PES)			4	8	24					36		\$3,032.57	36		\$3,032.57
2.2 NEPA Categorical Exclusion (CE)			4	8	16					28		\$2,444.90	28		\$2,444.90
TASK 3 - TECHNICAL STUDIES			48	60	292					400		\$33,690.89	400		\$33,690.89
3.1 Noise Technical Memorandum			6		24					30		\$2,669.44	30		\$2,669.44
3.2 Hazardous Waste Initial Site Assessment (ISA)			6	12	60					78		\$6,311.84	78		\$6,311.84
3.3 Water Quality Assessment			6	16	60					82		\$6,644.48	82		\$6,644.48
3.4 Location Hydraulic Study/Floodplain Eval. Report			6		40					46		\$3,844.78	46		\$3,844.78
3.5 Section 4(f) Consultation			6		24					30		\$2,669.44	30		\$2,669.44
3.6 Visual Impact Technical Memorandum			6	16	60					82		\$6,644.48	82		\$6,644.48
3.7 Quality Assurance/Quality Control			12	16	24					52		\$4,906.44	52		\$4,906.44
TASK 4 - PERMITTING			40	76	184					300	\$6,500	\$32,379.39	300	\$6,500	\$32,379.39
4.1 CWRWCB, Section 401			8	12	32					52	\$1,500	\$6,057.17	52	\$1,500	\$6,057.17
4.2 SWRCB, Section 402			4	8	16					28	\$1,000	\$3,444.90	28	\$1,000	\$3,444.90
4.3 ACOE, Section 404			8	12	32					52		\$4,557.17	52		\$4,557.17
4.4 CDFG, Section 1602, Streambed Alteration			8	12	32					52	\$4,000	\$6,557.17	52	\$4,000	\$6,557.17
4.5 Central Valley Flood Protection Board Permit			8	12	32					52		\$4,557.17	52		\$4,557.17
4.6 Revegetation Plan			4	20	40					64		\$5,205.82	64		\$5,205.82
TASK 5 - RIGHT OF WAY									30	34		\$4,457.38	34		\$4,457.38
5.1 Plat Maps and Legal Descriptions			4						30	34		\$4,457.38	34		\$4,457.38
TASK 6 - DESIGN	100	38	4			36	58		90	326		\$45,677.02	326		\$45,677.02
6.1 65% Structure Design & Plans Update	40					20			40	100		\$14,968.80	100		\$14,968.80
6.2 Roadway Plans	4	30	4			4				42		\$5,495.40	42		\$5,495.40
6.3 Design Check, Quantities and Engineer's Estimate	14						50		16	80		\$10,189.87	80		\$10,189.87
6.4 80% Draft PS&E	14	4				6	4		12	40		\$5,754.67	40		\$5,754.67
6.5 90% Revised PS&E	10	2				6	2		10	30		\$4,368.67	30		\$4,368.67
6.6 Final PS&E	10	2					2		12	26		\$3,659.04	26		\$3,659.04
6.7 RFA for Construction and PS&E Certification	8									8		\$1,330.58	8		\$1,330.58
TASK 7 - BIDDING / AWARD ASSISTANCE	10	2								12		\$1,896.05	12		\$1,896.05
TASK 8 - CONSTRUCTION SUPPORT	36	4			2	2			20	64		\$9,471.92	64		\$9,471.92
8.1 Respond to RFIs	20	4			2	2			4	32		\$4,770.81	32		\$4,770.81
8.2 Review Shop Drawings	12									12		\$1,895.84	12		\$1,895.84
8.3 As-Built Plans	4									16		\$2,705.47	16		\$2,705.47
TOTAL HOURS	162	48	152	152	518	38	58	30	110	1,268			1,268		
TOTAL COST	\$26,943.84	\$5,588.32	\$22,963.25	\$12,840.32	\$38,051.24	\$6,109.40	\$6,752.59	\$3,991.68	\$14,026.32		\$6,500	\$143,567.08		\$6,500	\$143,567.08

EXHIBIT C

CONSULTANT'S FEE SCHEDULE

County of Stanislaus
MILESTONE SCHEDULE - THROUGH CONSTRUCTION

October 11, 2010

MILESTONE	COMPLETE
COUNTY - Council Approval	October 2010
CALTRANS - Pre-Award Audit Complete	November
DESIGN - Notice to proceed from County	November
DESIGN - 60% Draft Roadway Plan, Foundation Review and Updated Structure Plans (4w)	December
COUNTY - Review 60% (Roadway, Access)	December
ENV - Revise and Submit APE Map	December
ENV - Reinitiate Section 7 Consultation (12w)	January 2011
ENV - CEQA Compliance (16w)	January
COUNTY - Prepare Plat Maps and Legal Descriptions	February
ENV - Validate NEPA Compliance	February
DESIGN - 90% Draft PS&E (6w)	April
ROW - Submit RFA for ROW	March
ROW - Receive Authorization for ROW	April
COUNTY - Prepare Appraisals (4w)	April
ROW - Make Offers for TCE's (4w)	May
DESIGN - 95% PS&E (6w)	June
ENV - Permit Submittals	June
ROW - TCE Negotiations (12w)	August
ROW - Certify ROW to Caltrans	September
DESIGN - Final PS&E (5w)	September
ENV - Obtain Permits (12w)	September
CONST - Submit RFA to Caltrans	October
CONST - Receive Authorization to Construct (7w)	December 2011
CONST - Advertise Construction (6w)	February 2012
CONST - Open Bids (6w)	March
CONST - Award (7w)	May 2012
CONST - Start Construction	June 2012
CONST - Complete Construction	October 2012
CONST - Project Closeout	December 2012

EXHIBIT D

PROJECT SCHEDULE