

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

DEPT: Public Works

BOARD AGENDA # *C-4

Urgent Routine

AGENDA DATE March 22, 2011

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of Agreements with WGR Southwest, Inc. and ETIC Engineering, Inc. to Provide On-Call Storm Water Pollution Prevention Plan (SWPPP) Preparation Services for Various Public Works Department Projects through March 2013

STAFF RECOMMENDATIONS:

1. Approve agreements with WGR Southwest, Inc. and ETIC Engineering, Inc. to provide On-Call Storm Water Pollution Prevention Plan (SWPPP) preparation services for various Public Works Department Projects through March 2013 at an amount not to exceed \$50,000 annually for each individual agreement.
2. Authorize the Public Works Director to sign the agreements.
3. Authorize the Public Works Director to extend the term of the agreements, upon mutual agreement, for up to an additional year at an amount not to exceed \$50,000 annually for each agreement.

FISCAL IMPACT:

The fiscal amounts assigned to these agreements with WGR Southwest, Inc. and ETIC Engineering, Inc. to provide On-Call Storm Water Pollution Prevention Plan (SWPPP) preparation services depend upon the individual project and its specific requirements. Each separate project will individually fund their share of SWPPP preparation services. These funds shall not exceed a maximum of \$50,000 annually for each individual agreement through March 2013. This will not result in a change in the process of budgeting for road projects. Appropriations and associated revenues are established during the annual budget process. The cost of SWPPP preparation services is included in those projections.

BOARD ACTION AS FOLLOWS:

No. 2011-182

On motion of Supervisor Chiesa, Seconded by Supervisor O'Brien
and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of Agreements with WGR Southwest, Inc. and ETIC Engineering, Inc. to Provide On-Call Storm Water Pollution Prevention Plan (SWPPP) Preparation Services for Various Public Works Department Projects through March 2013

DISCUSSION:

On July 1, 2010, the State Water Resources Control Board (SWRCB) revised requirements for the preparation and processing of SWPPPs. The SWRCB is now implementing training requirements relating to projects that require permitting under the Construction General Permit for storm water discharges associated with construction and land disturbance activities. By September 2, 2011, individuals developing and revising SWPPPs must obtain certification as a Qualified SWPPP Developer (QSD), while individuals implementing best management practices and/or conducting site monitoring, sampling, and reporting activities must obtain certification as a Qualified SWPPP Practitioner (QSP).

On October 29, 2010, Public Works staff solicited a Request for Qualifications and Request for Proposals for SWPPP services seeking qualified consultants with a high degree of understanding of new regulations concerning SWPPP preparation to enter into a Master Agreement with the County. SWPPP preparation services include, but are not limited to the following types of Public Works projects: bridge replacement/retrofit, road resurfacing, and road widening. The Request for Proposal was posted on the Modesto Reprographics Website.

Approving agreements in advance and establishing an on-call list will reduce the time and costs required to obtain these services by eliminating the advertising and proposal review/ranking portion of the process. This saves approximately four to five weeks from the project schedule and eliminates costs associated with this portion of work.

Consultants were required to include in their proposals the following:

- Understanding of the Work to be Performed
- Experience with Similar Projects
- Qualifications and Availability of Staff
- Project Schedule
- Familiarity with State and Federal Procedures
- Demonstrated Technical Ability
- Demonstration of Professional and Financial Responsibility
- References
- Sample Fee and Hourly Rate Schedule, in a separate and sealed envelope

On November 24, 2010, the Public Works Department received 17 proposals. The proposals were evaluated and scored by the Public Works Department, and the top two highest ranked firms were selected to the on-call list. The two firms are:

1. WGR Southwest, Inc., based out of Lodi, CA
2. ETIC Engineering, Inc., based out of Pleasant Hill, CA

Approval of Agreements with WGR Southwest, Inc. and ETIC Engineering, Inc. to Provide On-Call Storm Water Pollution Prevention Plan (SWPPP) Preparation Services for Various Public Works Department Projects through March 2013

POLICY ISSUES:

The recommended actions are consistent with the Board's priorities of providing A Safe Community, A Healthy Community and A Well Planned Infrastructure System by providing the Public Works Department with SWPPP preparation services to assist with the development and delivery of various transportation projects in Stanislaus County in order to comply with current storm water compliance and regulations.

STAFFING IMPACT:

There is no staffing impact associated with this item.

CONTACT PERSON:

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

AV:lc

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STANISLAUS COUNTY
PROFESSIONAL DESIGN SERVICES MASTER AGREEMENT
March 1, 2011 to March 1, 2013

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 ETIC 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. Each project added to and to be performed under this Agreement shall be separately approved by the parties. Each project where the cost of services does not exceed \$100,000 shall be approved by purchase order issued by the County Purchasing Agent or designee; projects greater than \$100,000 shall be approved by resolution of the Board of Supervisors for the County.

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 agrees 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.

1.8. Covenant Against Contingent Fees. Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant; to solicit or secure this agreement; and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, the local agency shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

2.0 COMPENSATION AND BILLING

2.1. Compensation. For each task or project let under this Agreement 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 will be compensated on a time and materials basis, based on the hours worked by the Consultant's employees or subcontractors at

the hourly rates specified in the Fee Schedule. Fee Schedule rates shall include direct salary costs, employee benefits, and overhead. The rates stated in the Fee Schedule are not adjustable during the term of this Agreement. Consultant's compensation under this Master Agreement shall in no case exceed One Hundred Thousand Dollars (\$100,000). The County may retain ten percent of all periodic or progress payments made to the Consultant until completion and acceptance of all work tasks and County shall have right to withhold payment from Consultant for any unsatisfactory service until such time service is performed satisfactorily.

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 and specified in each Project Scope of Work unless the County or the Project Manager for the 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 for each separately approved Project. Said services shall be performed in strict compliance with the Project Schedule approved by County as set forth in each Project Scope of Work. Each 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 for a period of twenty-four (24) months, or until all work on each Project let during the 24 month period 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, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. If Consultant normally carries insurance in an amount greater than the minimum amount listed below, that greater amount shall become the minimum required amount of insurance for purposes of this Agreement. The insurance listed below shall have a retroactive date of placement prior to, or coinciding with, the date services are first provided that are governed by the terms of this Agreement:

- (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 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 of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers as additional insureds for at least three years after the completion of the work to be performed under this Agreement, but, to the extent that any insurance issued to Consultant in effect after the expiration of three years provides additional insured coverage to parties Consultant agreed in writing to name as an additional insured, then Consultant shall have the obligation under this contract to obtain such additional insured coverage for the County, under any and all policies Consultant has 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) Ongoing 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 of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers. Any insurance or self-insurance maintained by the County of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers 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. Any and all insurances cared by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract.

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, directors, officials, agents, employees, volunteers and representatives (collectively, "Indemnatee") 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, (collectively, "losses") 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. These indemnification obligations shall not be limited by any assertion or finding that (1) the person or entity indemnified is liable by reason of non-delegable duty, or (2) the losses were caused in part by the negligence of, breach of contract by, or violation of law by Indemnatee. Nothing in this Agreement, including the provisions of this paragraph, shall constitute a waiver or limitation of any rights which Indemnatee may have under applicable law, including without limitation, the right to implied indemnity.

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 and as limited in section 2782.8 of the California Civil Code. This duty to defend arises immediately when such claim is made and shall be independent of any finding of negligence and shall arise regardless of any claim or assertion that Indemnatee caused or contributed to the Losses. Consultant shall provide legal counsel acceptable to the County.

6.3. Duty to Cooperate: Each party shall notify the other party within ten (10) days 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.

6.5. The foregoing provisions in this section "Indemnification" shall survive the term and termination of 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: Tina Lau
- 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: Linda Allsop, Contracts Administration
1716 Morgan Road
Modesto, California 95358
Phone: (209) 525-4157
Fax: (209) 541-2506

If to Consultant:

ETIC Engineering
Attn: Tina Lau, Program Manager
2285 Morello Avenue
Pleasant Hill, CA 94523
Phone (925)602-4710
Fax: (925) 602-4720

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 exists by reason of this Agreement.

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 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

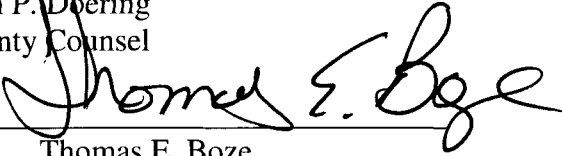
By: 
Matt Machado, Director
Department of Public Works

ETIC ENGINEERING

By: 
VP/CFO
Doug Drann

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 
Thomas E. Boze
Deputy County Counsel

**EXHIBIT A
Master Agreement**

COUNTY'S REQUEST FOR PROPOSAL



STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS

NOTICE OF REQUEST FOR QUALIFICATIONS
AND
REQUEST FOR PROPOSALS

**PREPARATION OF STORM WATER POLLUTION
PREVENTION PLAN (SWPPP) SERVICES**

The Stanislaus County Public Works Department (County) is soliciting a letter of interest (LOI) and statement of qualifications (SOQ) from consultants with a listing and description of representative work that is similar to the proposed work identified in the project description and scope of work in this request for qualifications.

Stanislaus County Department of Public Works is also requesting proposals from qualified consultants to provide services for the preparation of Storm Water Pollution Prevention Plans (SWPPPs) for various County projects. The County is seeking up to three (3) qualified consultants to enter into Master Agreements with Stanislaus County over a period of 2 years, with options to renew the agreement, to perform and coordinate tasks associated with the requested services for various County projects.

If you wish to be considered to be included on the County consultant list for this work, please submit three copies of your Letter of Interest, Statement of Qualifications, and Proposal (The Proposal shall be submitted in a separate sealed envelope than the LOI and SOQ.) to this office by 5:00 p.m., Friday, November 19, 2010 to:

Ms. Aja Verburg, P.E.
Stanislaus County Department of Public Works
1716 Morgan Road
Modesto, CA 95358

A copy of the Request for Qualifications and Request for Proposal is available for viewing on the Valley Reprographics website at www.valleyreproplanroom.com. Paper copies can be purchased by calling Valley Reprographics at (209) 338-0801.

All questions must be submitted in writing. Please send all questions regarding this RFQ/RFP in writing via email to Aja Verburg at aja.verburg@stancounty.com or fax to (209) 525-4188. The deadline to submit questions is 5:00 p.m. on Wednesday, November 10, 2010. Addendums, if necessary, will be posted on the Valley Reprographics website. The last day to issue an addendum is 5:00 p.m. on Friday, November 12, 2010.



STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS

NOTICE OF REQUEST FOR QUALIFICATIONS
AND
REQUEST FOR PROPOSALS

**PREPARATION OF STORM WATER POLLUTION
PREVENTION PLAN (SWPPP) SERVICES**

The Stanislaus County Public Works Department (County) is soliciting a letter of interest (LOI) and statement of qualifications (SOQ) from consultants with a listing and description of representative work that is similar to the proposed work identified in the project description and scope of work in this request for qualifications.

The selection committee will evaluate all statements of qualifications submitted. However, submittal of the SOQ does not commit Stanislaus County Public Works Department to award a contract, to pay for any costs incurred in preparation or presentation of an SOQ, or to procure a contract for services. The selection considerations for evaluating the SOQ are included in this request following the "Contents and Requirements" section. Following evaluation of the SOQ, consultants may be subject to interviews.

Stanislaus County Department of Public Works is also requesting proposals from qualified consultants to provide services for the preparation of Storm Water Pollution Prevention Plans (SWPPPs) for various County projects. The County is seeking up to three (3) qualified consultants to enter into Master Agreements with Stanislaus County over a period of 2 years, with options to renew the agreement, to perform and coordinate tasks associated with the requested services for various County projects.

After the LOI and SOQ are reviewed and evaluated by county staff, Proposals (RFP) will be evaluated for the firms that the selection committee has determined are the most qualified to perform the work as described for the project.

PROJECT DESCRIPTION:

On July 1, 2010, the State Water Resources Control Board (SWRCB) revised requirements for the preparation and processing of SWPPPs. Stanislaus County is seeking qualified consultants with a high degree of understanding of new regulations concerning the SWPPP preparation and process. A potential consultant must be confident that they are capable of preparing and

submitting SWPPPs on behalf of the County in accordance with the new requirements and regulations.

SCOPE OF WORK:

Elements of work related to this project include, but are not limited, to the following:

Preparation of SWPPP's for various County projects including, but not limited to the following: bridge replacement/retrofit, road resurfacing, and road widening, to meet new requirements and regulations as required by the SWRCB (this may include any studies and testing that may be required as a supplement to SWPPP). When applicable, Stanislaus County's UDBE goal of 3.1% should be met.

If you wish to be considered to be included on the County consultant list for this work, please submit three copies of your Letter of Interest, Statement of Qualifications, and Proposal (The Proposal shall be submitted in a separate sealed envelope than the LOI and SOQ.) to this office by 5:00 p.m., Friday, November 19, 2010 to:

Ms. Aja Verburg, P.E.
Stanislaus County Department of Public Works
1716 Morgan Road
Modesto, CA 95358

SOQ CONTENTS AND REQUIREMENTS:

To simplify comparisons during evaluation, information submitted shall be listed in the order discussed in this request. The SOQ shall not exceed the maximum number of pages as shown below:

Item	Maximum No. of Pages
Cover Letter	1
Firm and Team Experience	2
Manager Resume	1
Back-up Manager Resume	1
Other Key Project Staff	2
Additional Information	3
Maximum Total No. of Pages	10 ¹

¹ Excluding detailed resumes included in an appendix and DBE/UDBE related forms, if applicable.

The objective of this request is to obtain an SOQ from interested consulting firms with demonstrated understanding and experience in the preparation of SWPPPs. Firms that are determined to be qualified for review of their submitted Proposal must demonstrate adequate resources to provide qualified consulting services for any future project of the described magnitude for the proposed contract duration.

The SOQ should be succinct. The submitted material should focus on technical content that demonstrates experience and understanding in SWPPP preparation, capability, and availability and commitment of the firm and its team. Elaborate or glossy SOQs are neither expected nor desired.

Each SOQ shall include the following information:

1. **Cover Letter:** A cover letter introducing the firm and SWPPP team that highlights key attributes of the project and the team's approach toward SWPPP preparation shall be included.
2. **Firm Experience:** The proposed firm experience shall include, at a minimum, experience preparing SWPPPs for various public works projects. For the prime consultant and any subconsultant firms, provide the following information:
 - a. Names of principals indicating experience, background, academic training, and where registered
 - b. Length of time in business
 - c. Office address(es) from which field services will be supported and percentage of work to be performed in each office
 - d. Facilities and manpower of office(s) in which work is to be performed
 - e. Listing of experience for five (5) completed projects similar to the Project, including type and fee of consulting services provided; type, size, and cost of facility constructed; completion date; and name, address, and phone number of knowledgeable owner/client representative
 - f. Key issues and challenges, and how they were resolved
 - g. Specialty areas addressed and subconsultant involvement
3. Provide an introduction to your project firm or team, identifying prime consultants(s) and any subconsultants, if any. Include an overall summary of your team's qualifications and why you believe it is well suited for this project.
4. Provide a team organization chart, identifying the proposed key personnel by name and firm (if more than one firm is involved).
5. For each key team member, state their proposed role on the project and provide a description of their relevant experience. Include at least three references (names, phone numbers and email addresses) for each key member involved in projects similar to this one. Key team members will be expected to remain on the project until completion. If changes in key personnel are needed, the changes must be made in consultation and with approval of County project staff. Describe any known availability limitations for key personnel.
6. Provide a minimum of three project descriptions that involved work similar to this project that was performed by your firm and each subconsultant. The project write-ups shall include a description of the projects and their outcomes, particular challenges

encountered, client contact information, which key team members worked on the project, and what their roles were.

7. Provide information regarding your team's prim' job performance in meeting schedules and budgets for complex projects.
8. Provide information regarding your team's knowledge and experience working with SWRCB regulations and SWPPP preparation.
9. Attach detailed resumes for key staff members as an appendix to your proposal.
10. There is a potential for some of the projects to be funded by federal funds from the U.S. Department of Transportation, so you are required to comply with the County's Disadvantaged Business Enterprise (DBE) Program in accordance with Title 49, Part 26 of the Code of Federal Regulations (CFR). You must take all necessary steps to ensure that DBEs have the opportunity to participate in the contract, as described in the following paragraphs.
 - a. To encourage equal opportunity, the County has specified a UDBE goal of 3.1%. The consultant firm must meet this UDBE goal or document an adequate Good Faith Effort (GFE) to meet the goal as outlined in the enclosed Consultant's UDBE Good Faith Effort Booklet.
 - b. If a Good Faith Effort is performed, it must be performed as part of your SOQ preparation; however the GFE documentation should **not** be submitted with the SOQ. The County will request GFE documentation submittal later in the process from the top ranked firm(s).

Manager and Back-up Manager:

The consultant's Manager directly responsible for and engaged in the execution of the required services, and on a day-to-day basis. The Back-up Manager is defined to be the individual within the prime consultant's firm who will serve as the substitute Manager in the event the Manager is not available for the Project. The Manager and Back-up Manager must be knowledgeable and experienced in all aspects of SWPPP preparation and execution, corresponding start up experience, and leadership skills as necessary to meet project objectives.

Manager and Back-up Manager shall have:

- Strong oral & written communication, organizational and problem solving skills

The SOQ shall include the following information demonstrating the Manager and Back-up Manager's knowledge, experience, and availability:

- Name and title, years of experience with the prime consultant's firm, and years of experience with other firms
- Education, degree, specializations
- Active professional registration, in what state, discipline

- Representative experience for not more than five (5) recently completed projects similar in scope, size, and complexity to the Project. In addition, provide information on all projects that are currently in progress to which the Manager is committed:
 - Owner, project description (including size), location and completion date. If project is in progress, provided estimated completion date and level of commitment.
 - Name, address and phone number of knowledgeable owner/client's representative
 - Consultant services for which the individual was directly responsible; service/functions directly performed by individual (not just job title)
 - Firm with which the individual was employed during project experience

SOQ Scoring and Evaluation Criteria

Criteria	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score
1. Composition of the proposed team (professional and technical level personnel of the prime and subconsultants) to fulfill the requirements of the Scope of Work in the RFQ.	3.0		
2. Experience of the Project Manager.	2.0		
3. Education and experience of the key personnel to be assigned.	2.0		
4. <ul style="list-style-type: none"> • Availability of the Project Manager and the proposed team. • Accessibility to the County and ability to respond to County requirements. 	1.0		
5. Nature of completed relevant projects. All relevant experience should include state, federal and local projects	2.0		
		Total	

Fail (0 points): Zero (0) points are given when the category being evaluated is nonresponsive.

Below Average (1 - 4 points) One (1) to four (4) points are awarded to responses that are considered to be minimally acceptable.

Average (5 points) Five (5) points are awarded if qualifications fully satisfy the requirement.

Above Average (6 - 9 points) Six (6) points to nine (9) points are awarded if qualifications more than satisfy the requirement and experience specifically applies to the project under consideration.

Exceptional (10 points) Ten (10) points are awarded if a firm's qualifications far exceed those required. Scores of ten (10) points generally are infrequent.

This scoring system is provided as a guideline for evaluating Statements of Qualifications that are submitted in response to a Request for Qualifications and for evaluating consultant proposals. All relevant experience will be considered equally.

PROPOSAL REQUIREMENTS

Three copies of your proposal must be submitted to the County. Please include with the proposal, in a **SEPARATE, SEALED ENVELOPE**, your fee proposal. The fee proposal must separate the project into functional tasks and provide the associated fees (not to exceed amount) that define the work to be accomplished. The fee proposal shall include hourly rates for staff and a lump sum cost or preparing SWPPPs. Sub-consultant fees must be clearly indicated (if applicable). A sample fee proposal is attached for reference.

The successful firm shall be required to enter into a Professional Design Services Agreement with Stanislaus County for the work to be performed. A sample design services agreement is included with this Request for Proposal. The consultant shall state in the submitted proposal that the firm has reviewed the Sample Professional Design Services Agreement and will meet all of the terms and conditions if selected by the County for the requested services.

The proposals will be evaluated, at a minimum, based on the following:

1. Understanding of the Work to be Performed
2. Experience with Similar Projects
3. Qualifications and Availability of Staff
4. Project Schedule
5. Familiarity with State and Federal Procedures
6. Demonstrated Technical Ability
7. Demonstration of Professional and Financial Responsibility
8. References

The proposals will be reviewed shortly after the closing date for submittal of proposals. Those firms believed to be the most qualified, based on their proposal, may be subject to an interview.

The County has established an Underutilized Disadvantaged Business Enterprise (UDBE) goal of 3.1 percent for projects with an overall Disadvantaged Business Enterprise (DBE) goal of 3.6 percent. Information regarding UDBE can be found in the attached "Notice to Proposers Disadvantaged Business Enterprise Information," of this Request for Proposal (RFP).

A copy of this Request for Qualifications and Request for Proposal is available for viewing on the Valley Reprographics website at www.valleyreproplanroom.com. Paper copies can be purchased by calling Valley Reprographics at (209) 338-0801.

All questions must be submitted in writing. Please send all questions regarding this RFP in writing via email to Aja Verburg at aja.verburg@stancounty.com or fax to (209) 525-4188. The deadline to submit questions is 5:00 p.m. on Wednesday, November 10, 2010. Addendums, if necessary, will be posted on the Valley Reprographics website. The last day to issue an addendum is 5:00 p.m. on Friday, November 12, 2010.

PROJECT SCHEDULE:

The anticipated milestones for this project are as follows:

MILESTONE	DATE
LOI/SOQs/Proposals Due	November 19, 2010
Select Qualified Consultants for Proposal Review	November 22, 2010
Consultant Interviews (if applicable)	November 23, 2010
Award SWPPP Master Agreement Contract	December 21, 2010

ATTACHMENTS TO RFQ/RFP:

1. Notice to Proposers Disadvantaged Business Enterprise Information
2. Exhibit 10-O1 & 10-O2
3. Prompt Payment of Withheld Funds to Subcontractors
4. Sample Fee Proposal
5. Sample Design Services Agreement



DEPARTMENT OF PUBLIC WORKS

Matt Machado, PE
Director

Laurie Barton, PE
Deputy Director, Engineering/Operations

Diane Haugh
Assistant Director, Business/Finance

1716 Morgan Road, Modesto, CA 95358
Phone: 209.525.4130 Fax: 209.525.4120

Email: publicworks@stancounty.com
www.stancounty.com/publicworks

**NOTICE TO PROPOSERS
DISADVANTAGED BUSINESS ENTERPRISE
INFORMATION**

The County of Stanislaus has established an Annual Anticipated DBE Participation Level (AADPL) of 3.6% with a Underutilized DBE goal of 3.1% (race conscious) and a DBE Goal of 0.5% (race neutral) for this Agreement.

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term “Underutilized Disadvantaged Business Enterprise” or “UDBE.” DBE classes that have been determined in the 2007 Caltrans Disparity Study to have a statistically significant disparity in their utilization in previously awarded transportation contracts. UDBEs include: African Americans, Native Americans, Asian-Pacific Americans, and Women.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer shall not discriminate

on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF UDBE AND DBE INFORMATION

If there is a UDBE goal on the contract, a "Local Agency Proposer UDBE Commitment (Consultant Contract)" (Exhibit 10-O1) form shall be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. Only UDBE participation will be counted towards the contract goal; however, all DBE participation shall be collected and reported.

A "Local Agency Proposer DBE Information (Consultant Contract)" (Exhibit 10-O2) form shall be included with the Request for Proposal. The purpose of the form is to collect data required under 49 CFR 26. For contracts with UDBE goals, this form collects DBE participation by DBEs owned by Hispanic American and Subcontinent Asian Americans males (persons whose origin are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal or Sri Lanka). For contracts with no goals, this form collects information on all DBEs, including UDBEs. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A UDBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a UDBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by UDBE subcontractors, suppliers or trucking companies.

3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subcontractor for each portion of work as defined in their proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- G. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Proposer may call (916) 440-0539 for web or download assistance.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program web site at: <http://www.dot.ca.gov/hq/bep/>.
- Click on the link in the left menu titled *Disadvantaged Business Enterprise*
 - Click on *Search for a DBE Firm* link
 - Click on *Access to the DBE Query Form* located on the first line in the center of the page
 - Searches can be performed by one or more criteria
 - Follow instructions on the screen
- C. How to Obtain a List of Certified DBEs without Internet Access

- D. DBE Directory: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBEs may be ordered at: <http://caltrans-opac.ca.gov/publicat.htm>

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBE, PURCHASES WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any Supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not UDBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

7. FOR DBE TRUCKING COMPANIES: CREDIT FOR DBES WILL COUNT TOWARDS DBE CREDIT, AND IF A DBE IS A UDBE, CREDIT WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Agreement, and there cannot be a contrived arrangement for the purpose of meeting the UDBE goal.
- B. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Agreement.
- C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
- D. The DBE may lease trucks from another DBE firm including an owner-operator who is certified as a DBE. A DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
- E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. A DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. A DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
- F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

EXHIBIT 10-01 Local Agency Proposer UDBE Commitment (Consultant Contracts)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

LOCAL AGENCY: _____ LOCATION: _____

PROJECT DESCRIPTION: _____

PROPOSAL DATE: _____

PROPOSER'S NAME: _____

CONTRACT UDBE GOAL (%): _____

WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a UDBE)	UDBE CERT NO. AND EXPIRATION DATE	NAME OF EACH UDBE (Must be certified at the time proposals are due - include UDBE address and phone number)	PERCENT PARTICIPATION OF EACH UDBE

For Local Agency to Complete:

Local Agency Proposal Number: _____

Federal-Aid Project Number: _____

Federal Share: _____

Proposal Date: _____

Local Agency certifies that the UDBE certifications have been verified and all information is complete and accurate/unless noted otherwise.

Print Name _____ Signature _____ Date _____
Local Agency Representative

(Area Code) Telephone Number: _____

Total Claimed UDBE Commitment _____ %

Signature of Proposer _____

Date _____ (Area Code) Tel. No. _____

Person to Contact _____ (Please Type or Print)

Local Agency Proposer UDBE Commitment (Consultant Contracts)
(Rev 6/27/09)

Distribution: (1) Original - Local agency files

**INSTRUCTIONS – LOCAL AGENCY PROPOSER UDBE COMMITMENT
(CONSULTANT CONTRACTS)**

ALL PROPOSERS:

PLEASE NOTE: It is the proposer's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) African Americans; 2) Asian-Pacific Americans; 3) Native Americans; 4) Women. This information must be submitted with your proposal. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive.

A "UDBE" is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: African Americans, Native Americans, Asian-Pacific Americans, or Women.

The form requires specific information regarding the consultant contract: Local Agency, Location, Project Description, Proposal Date, Proposer's Name, and Contract UDBE Goal.

The form has a column for the Work Item Number and Description or Services to be subcontracted to UDBEs (or performed if the proposer is a UDBE). The UDBE prime contractors shall indicate all work to be performed by UDBEs including work to be performed by its own forces, if a UDBE. The UDBE shall provide a certification number to the Consultant and notify the Consultant in writing with the date of decertification if their status should change during the course of the contract. Enter UDBE prime consultant and subconsultant certification numbers. The form has a column for the Names of certified UDBEs to perform the work (must be certified on the date proposals are due and include UDBE address and phone number).

There is a column for the percent participation of each UDBE. Enter the Total Claimed UDBE Participation percentage of items of work submitted with proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See "Notice to Proposers Disadvantaged Business Enterprise Information," (Exhibit 10-I) to determine how to count the participation of UDBE firms. **Note:** If the proposer has not met the contract goal, the local agency must evaluate the proposer's good faith efforts to meet the goal in order to be considered for award of the contract.

Exhibit 10-O1 must be signed and dated by the consultant submitting the proposal. Also list a phone number in the space provided and print the name of the person to contact.

For the Successful Proposer only, local agencies should complete the Proposal Number, Federal-aid Project Number, Federal Share, and Proposal Date fields and verify that all information is complete and accurate before filing.

**INSTRUCTIONS - LOCAL AGENCY PROPOSER DBE INFORMATION
(CONSULTANT CONTRACTS)**

SUCCESSFUL PROPOSER:

The form requires specific information regarding the consultant or other contract: Local Agency, Location, Project Description, Total Contract Amount, Proposal Date, and successful Proposer's Name.

The form has a column for the Work Item Number and Description or Services to be Subcontracted to DBEs. The prime consultant shall indicate all work to be performed by DBEs including, if the prime consultant is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the prime consultant. Enter DBE prime consultant's and subconsultant's certification number. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on or before the proposals are due and include DBE address and phone number).

Enter the Total Claimed DBE Participation dollar amount of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe exact portion of time to be performed by the DBE.) See "Notice to Proposers Disadvantaged Business Enterprise Information," (Exhibit 10-I) to determine how to count the participation of DBE firms.

Exhibit 10-O2 must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Contract Number, Federal-aid Project Number, Federal Share, and Contract Award fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the deobligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

Exhibit 10-P Nonlobbying Certification For Federal-Aid Contracts

The prospective participant certifies by signing and submitting this proposal/bid to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his/her proposal/bid that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

(Attachment)

Prompt Payment of Withheld Funds to Subcontractors

Federal regulation (49 CFR 26.29) requires one of the following three methods be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor.

Please check the box of the method chosen by the local agency to ensure prompt and full payment of any retainage.

- Method 1:** No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
- Method 2:** No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
- Method 3:** The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

SAMPLE FEE PROPOSAL

TASK	ESTIMATED HOURS							TOTAL HOURS
	Principal \$170	Project Manager \$150	Office Staff I \$150	Office Technician I \$135	Office Technician II \$90	Office Assistant II \$90	Administrative \$50	
Task 01	5	0	0	0	15	7	2	29
Task 02	6		5		12	6	2	31
Task 03	2	20	10	24	0	0	2	58
Task 04	4	20	10	24	0	0	2	60
Task 05	1	0	0	12	0	0	2	15
Total Hours:	18	40	25	60	27	13	10	193
Total Fees:	\$3,060	\$6,000	\$3,750	\$8,100	\$2,430	\$1,170	\$500	\$25,010

Subconsultant A Fixed Fee: \$4,000

Subconsultant B Fixed Fee: \$2,000

TOTAL PROJECT FEES (NOT TO EXCEED): \$31,010

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 INSERT CONSULTANT'S NAME, 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

SAMPLE

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 Insert Amount – spelled out and (\$)

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.

SAMPLE

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

SAMPLE

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

SAMPLE

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 (3) 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

SAMPLE

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.

SAMPLE

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: _____; and
- b. Lead/Manager: _____

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:
1716 Morgan Road
Modesto, California 95358

If to Consultant:

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

SAMPLE

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 exists by reason of this Agreement.

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.

SAMPLE

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

SAMPLE

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 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

INSERT NAME OF COMPANY

By: _____
Matt Machado, Director
Department of Public Works

By: _____
(Insert Name)
(Insert Title)

Approved: BOS Resolution # _____
Dated: _____

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: _____
Thomas E. Boze
Deputy County Counsel

SAMPLE

EXHIBIT A

COUNTY'S REQUEST FOR PROPOSAL

SAMPLE

EXHIBIT B

CONSULTANT'S RESPONSE TO COUNTY'S REQUEST FOR PROPOSAL

SAMPLE

EXHIBIT C

CONSULTANT'S FEE SCHEDULE

SAMPLE

EXHIBIT D

PROJECT SCHEDULE



DEPARTMENT OF PUBLIC WORKS

Matt Machado, PE
Director

Laurie Barton, PE
Deputy Director, Engineering/Operations

Diane Haugh
Assistant Director, Business/Finance

1716 Morgan Road, Modesto, CA 95358
Phone: 209.525.4130 Fax: 209.525.4120

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ADDENDUM NO. 1

REQUEST FOR QUALIFICATIONS

AND

REQUEST FOR PROPOSALS

**PREPARATION OF STORM WATER POLLUTION PREVENTION PLAN
SERVICES**

STANISLAUS COUNTY

DATE: NOVEMBER 5, 2010

SOQS/PROPOSALS DUE: NOVEMBER 19, 2010; 5:00 PM

Page 1 of 2

**ADDENDUM NO. 1
REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSALS
PREPARATION OF STORM WATER POLLUTION PREVENTION PLAN SERVICES
FOR SOQS/PROPOSALS DUE NOVEMBER 19, 2010; 5:00 PM
DATE: NOVEMBER 5, 2010**

TO ALL PROPOSERS:

THE FOLLOWING CHANGES AND ADDITIONS ARE HEREBY MADE A PART OF THE REQUEST FOR QUALIFICATIONS AND REQUEST FOR PROPOSAL DOCUMENTS AND SHALL BE USED IN PREPARATION OF THE STATEMENT OF QUALIFICATIONS AND PROPOSALS SUBMITTED FOR THE WORK. PROPOSER SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE PROPOSAL.

RESPONSE TO INQUIRIES

1. *It states that some of the projects may be federally funded and we are required to comply with the County's Disadvantaged Business Enterprise or take all necessary steps to ensure that DBEs have the opportunity to participate in this contract. For our firm, we are not a registered DBE, and for the preparation of a SWPPP, we would be the prime consultant and not require any subconsultants. Thus, we are not able to comply with the DBE goal of 3.1%. Does this preclude us from being awarded a contract by the County?*

RESPONSE: The overall DBE Goal is 3.6% which includes a UDBE goal of 3.1%. Per Section 3 - Submission of UDBE and DBE Information of the Notice to Proposers Disadvantaged Business Enterprise Information included as an attachment to the Notice of RFQ/RRP:

"In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. Only UDBE participation will be counted towards the contract goal; however, all DBE participation shall be collected and reported."

The DBE and UDBE goal is a requirement for both federally funded projects, as well as all County Projects. This is to encourage proposers to solicit a portion of the project's work with UDBE firms through by hiring them as a subconsultant to complete a portion of the project's work or by purchasing materials or supplies from UDBE firms, even if the prime contractor can perform such services. As the prime, you are encouraged to share part of your tasks and/or scope of work with UDBEs firms, in accordance with the UDBE and DBE Information of the Notice to Proposers Disadvantaged Business Enterprise Information. Documentation of adequate good faith efforts for solicitation of a portion of the project's work to a UDBE firm are required if the UDBE goal is not met. Adequate documentation of solicitation may be phone logs, letters, email contacting UDBE firms for services, as well as services quotes or a UDBE firm's response not to submit a quote for requested services, etc. Please visit <http://www.dot.ca.gov/ucp/GetLicenseForm.do> for more information on UDBEs for all types of services that may be applicable to the scope of work, for example: printing services. If UDBE forms are contacted, but are not used for services requested, adequate documentation for justification of not using the UDBE firm for services shall be submitted.

If you meet these requirements, you will not be precluded from being awarded a contract with the County.



DEPARTMENT OF PUBLIC WORKS

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ADDENDUM NO. 2

REQUEST FOR QUALIFICATIONS

AND

REQUEST FOR PROPOSALS

**PREPARATION OF STORM WATER POLLUTION PREVENTION PLAN
SERVICES**

STANISLAUS COUNTY

DATE: NOVEMBER 10, 2010

SOQS/PROPOSALS DUE: NOVEMBER 24, 2010; 5:00 PM

Page 1 of 2

**ADDENDUM NO. 2
REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSALS
PREPARATION OF STORM WATER POLLUTION PREVENTION PLAN SERVICES
FOR SOQS/PROPOSALS DUE NOVEMBER 24, 2010; 5:00 PM
DATE: NOVEMBER 10, 2010**

TO ALL PROPOSERS:

THE FOLLOWING CHANGES AND ADDITIONS ARE HEREBY MADE A PART OF THE REQUEST FOR QUALIFICATIONS AND REQUEST FOR PROPOSAL DOCUMENTS AND SHALL BE USED IN PREPARATION OF THE STATEMENT OF QUALIFICATIONS AND PROPOSALS SUBMITTED FOR THE WORK. PROPOSER SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE PROPOSAL.

CLARIFICATIONS

1. The deadline to submit questions regarding this RFP is 5:00 p.m. on Wednesday, November 17, 2010. The last day to issue an addendum is 5:00 p.m. on Friday, November 19, 2010. The Letter of Interest, Statement of Qualifications, and Proposal are due by 5:00 p.m., Wednesday, November 24, 2010.

REASON FOR CLARIFICATION: Changes have been made to the submittal date for the last day for questions, last day to issue an addendum, and due date for Letter of Interest, Statement of Qualifications, and Proposal.



DEPARTMENT OF PUBLIC WORKS

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ADDENDUM NO. 3
REQUEST FOR QUALIFICATIONS
AND
REQUEST FOR PROPOSALS
PREPARATION OF STORM WATER POLLUTION PREVENTION PLAN
SERVICES

STANISLAUS COUNTY

DATE: NOVEMBER 19, 2010

SOQS/PROPOSALS DUE: NOVEMBER 24, 2010; 5:00 PM

Page 1 of 8

**ADDENDUM NO. 3
REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSALS
PREPARATION OF STORM WATER POLLUTION PREVENTION PLAN SERVICES
FOR SOQS/PROPOSALS DUE NOVEMBER 24, 2010; 5:00 PM
DATE: NOVEMBER 19, 2010**

TO ALL PROPOSERS:

THE FOLLOWING CHANGES AND ADDITIONS ARE HEREBY MADE A PART OF THE REQUEST FOR QUALIFICATIONS AND REQUEST FOR PROPOSAL DOCUMENTS AND SHALL BE USED IN PREPARATION OF THE STATEMENT OF QUALIFICATIONS AND PROPOSALS SUBMITTED FOR THE WORK. PROPOSER SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE PROPOSAL.

INQUIRIES AND RESPONSES

- 1) Does the county want the consultant to only prepare a SWPPP (i.e. just the document for the respective project)? Does the county want the consultant to prepare the PRDs?

RESPONSE: The County is requesting that the Consultant prepare both the Permit Registration Documents (PRDs) and the SWPPP for the respective project.

- 2) Risk determination is necessary prior to preparing site specific SWPPP. Does the county want the consultant to implement the Risk Levels 1, 2 or 3 monitoring and reporting requirements associated with the SWPPP?

RESPONSE: This RFQ/RFP does not include services for implementation for monitoring and reporting requirements specific to a County project prior to and during construction of the project. However, this service may be included as an alternate task with a cost included in the fee proposal, if the County determines that these services are needed. The consultant may include a fee schedule for additional/optional tasks for services not identified in the scope of the requested services for the RFP that are recommended based on experience and professional judgment.

- 3) What does the county mean in accordance with the new requirements and regulations (second page of LOI)? Are you referring to the new CGP or some other county regulation (MS4 permits).

RESPONSE: The County is referring to the new training requirements that, by September 2, 2011, individuals developing and revising SWPPPs must obtain certification as a Qualified Storm Water Pollution Plan Developer (QSD), effective July 1, 2010, in addition to the pre-requisite Certification requirements. Since QSP Certification is not required to prepare SWPPPs until September 2, 2011, it is not a requirement listed in the Notice of RFQ/RFP. However, the exception that the selected consultant must be certified by the State deadline, in addition to the pre-requisite Certification requirements required as of July 1, 2010.

**ADDENDUM NO. 3
REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSALS
PREPARATION OF STORM WATER POLLUTION PREVENTION PLAN SERVICES
FOR SOQS/PROPOSALS DUE NOVEMBER 24, 2010; 5:00 PM
DATE: NOVEMBER 19, 2010**

- 4) As indicated in the General Permit, all SWPPP's must be prepared by a Qualified SWPPP Preparer (QSP) starting on September 2, 2011. At this time (our firm) has not completed the requirements to become a certified QSP, but intends to do so prior to the State's September deadline. Before we spend the time and resources responding to your RFQ/RFP, can you let me know if the forthcoming QSP certification is a requirement for this project?

RESPONSE: Since QSP Certification is not required to prepare SWPPPs until September 2 2011, it is not a requirement in the Notice of RFQ/RFP. However the selected consultant must be certified by the State deadline of September 2, 2011, in order to perform work after that date. The SOQ and Proposal will be ranked based on the specified criteria. If a consultant firm already has staff that is QSP Certified, they may be scored as above average.

- 5) Can we consider the Cover Letter that is requested within the SOQ to also be the requested LOI?

RESPONSE: Yes, the cover letter submitted with the SOQ may also be the requested LOI.

- 6) To develop the proposal, is there a preferred project description, or shall we create a description of a typical county project (bridge replacement/retrofit, road resurfacing, road widening)? For example: a small bridge job with one BMP map may not be as time intensive as preparing several erosion control plans for a long roadway project with several BMP maps.) Is it ok to list different prices for SWPPPs based on different scenarios?

RESPONSE: There is no preferred project description. It is acceptable for the Consultant to provide a detailed fee schedule for different typical County project descriptions. Please note that consultant selection will be based on qualifications, not the fee proposal.

- 7) On page two, you indicate that the scope of work may include studies and testing. Are you referring to sampling per the New Permit? If so, would it be helpful to list other SWPPP services that we can provide?

RESPONSE: Yes, this is in reference to sampling per the new Permit. Refer to Response to Inquiry No. 2.

- 8) Since this is a restricted 10 page SOQ there appear to be many redundancies in the SOQ requirements. Item #2e (page 3) speaks of 5 project samples and Item #6 (page 3) speaks 3 project samples. Also the first bullet item on page 5 speaks of 5 project samples for the Manager and Back-up Manager. Do you want the project sample information located in multiple locations or is this a type-o?

RESPONSE: Provide project descriptions for a minimum of 3 projects (5 projects maximum). Each Item requests different information for described projects. It is not necessary to duplicate project information in multiple sections of the SOQ.

**ADDENDUM NO. 3
REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSALS
PREPARATION OF STORM WATER POLLUTION PREVENTION PLAN SERVICES
FOR SOQS/PROPOSALS DUE NOVEMBER 24, 2010; 5:00 PM
DATE: NOVEMBER 19, 2010**

- 9) Specific team members references are redundant: Item 5 (page 3): The key team members require three project references - name, phone, email. Then again, under title: Manager and Back-up Manager heading (page 4), the information requires "not more than five recently completed projects with name, address and contact information".

RESPONSE: Refer to Response to Inquiry No. 8.

- 10) The RFP's Scope of Work identified on page 2 is vague and doesn't address a specific project, however, the proposal asks for a fee proposal for specific work tasks. The sample fee proposal located in the Attachments of the RFP lists sample tasks and associated fees that can only be determined by a project specific review. How do you envision consultants submitting a fee proposal for projects that have not been identified at this time? There are many items that can affect the fee and schedule for a project. One such item from the new General Permit is the project's Risk Level. A Risk Level 3 site will generally cost more to prepare a SWPPP than a Risk Level 1 site.

RESPONSE: Refer to Response to Inquiry No. 6.

- 11) Please verify the SWPPP Consultant's role. Do you intend the selected SWPPP Consultant's role to be that of Qualified SWPPP Developer (QSD), and the project selected contractor be responsible for the role of Qualified SWPPP Practitioner (QSP). Or do you intend the selected SWPPP Consultant to be both the QSD and the QSP for each project?

RESPONSE: The Consultant selected will be responsible for developing the SWPPP or the role of the Qualified SWPPP Developer. The Contractor will be responsible for being the Qualified SWPPP Practitioner (QSP) or consulting the work to a QSP.

- 12) On page 2 of 7 of the RFQ/RFP it states SOQ shall not exceed 10 pages and provides a page count breakdown for requested content however, on page 3 of 7 under Firm Experience, a major of the requested information falls under this section and should be limited to 2 pages according to the table on page 2 of 7. Can we use the proposed SOQ layout below?

Cover Letter - 1
Technical Understanding/Approach - 4
Staffing Plan - 3
Project Experience - 2
Maximum Total number of pages – 10

RESPONSE: Yes, the proposed SOQ layout is acceptable. The SOQ Item format listed in the RFQ is a sample only. Please disregard the maximum number of pages listed for the Items on Page 2 of 7 of the Notice of RFQ/RFP. The SOQ shall not exceed 10 pages. The page limit for the SOQ is to encourage concise demonstration of the information requested in order to evaluate the SOQs based on the SOQ Scoring and Evaluation Criteria listed on Page 5 of 7 of the Notice of RFQ/RFP.

**ADDENDUM NO. 3
REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSALS
PREPARATION OF STORM WATER POLLUTION PREVENTION PLAN SERVICES
FOR SOQS/PROPOSALS DUE NOVEMBER 24, 2010; 5:00 PM
DATE: NOVEMBER 19, 2010**

13) Will Stanislaus County need assistance in preparing/performing Permit Registration Documents (PRDs)? PRD include:

- Pre-construction photo documentation;
- Prepare the Notice of Intent (NOI) application package;
- Prepare the risk assessment and site map PRDs;
- Upload all PRDs into SMARTS;
- Prepare the Annual Report;

- Prepare and conduct initial project specific storm water pollution prevention tailgate training;
- Prepare Rain Event Action Plan (REAP) if applicable;

RESPONSE: Refer to Response to Inquiry No. 1.

14) Will Stanislaus County need assistance conducting SWPPP Inspections, Monitoring and Sampling in compliance with Attachment D of the Construction General Permit and should this be included in the SOQ?

RESPONSE: Refer to Response to Inquiry No. 2.

15) Will Stanislaus need assistance completing the notice of termination for projects and should this be included in the SOQ?

RESPONSE: No, the County will not need assistance completing the Notice of Termination for projects.

16) Page 3, number 2 (e) asks for a list of five projects including a project description. Later, number 6 asks for three project descriptions. How many relevant project descriptions would you like to see listed in the submittal?

RESPONSE: Refer to Response to Inquiry No. 8.

17) Under "Proposal Requirements" Page 6 of the RFQ, it states that proposals will be evaluated based on 4. Project Schedule, but no where in the SOQ Contents Requirements does it discuss preparing a Schedule. Should there be a schedule submitted as part of the SOQ?

RESPONSE: No, a Project Schedule is not required to be submitted as part of the SOQ. A Project Schedule is required to be submitted with the Proposal. The consultant shall provide a typical schedule of anticipated turnaround time for the tasks proposed for the requested services.

**ADDENDUM NO. 3
REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSALS
PREPARATION OF STORM WATER POLLUTION PREVENTION PLAN SERVICES
FOR SOQS/PROPOSALS DUE NOVEMBER 24, 2010; 5:00 PM
DATE: NOVEMBER 19, 2010**

- 18) Also, to clarify, when the RFQ mentions "Proposal" is it referring to the fee proposal only, or does it also include a scope of work and schedule? If it does include a scope of work and schedule, is there a page limit for the proposal portion of the submittal?

RESPONSE: In the Notice of RFQ/RFP, "Proposal" is referring to the Proposal document, submitted by the Consultant in response to the RFP. The Proposal Requirements are included on Page 6 of 7 of the Notice of RFQ/RFP. The fee proposal is to be included with the Proposal in a separate sealed envelope. There is no page limit for the Proposal.

- 19) I have a question regarding your RFP and RFQ for SWPPP preparation. It states that a fee proposal, including lump sum and not-to-exceed amounts, is required. From our experience, we've found that costs can vary significantly project to project based on size, slopes, risk levels, presence of contaminated soils, etc. Without having a specific project to base the fee on, it seems impractical to place a blanket fee over any project since this could drastically underestimate or overestimate the cost. Of course our standard hourly rates can be supplied and would remain constant for any project. So, I suppose my question is, is a lump sum cost truly required?

RESPONSE: Refer to Response to Inquiry No. 6.

- 20) Do we need to include Exhibit 10-O1 or 10-O2 in the proposal?

RESPONSE: Yes, the Exhibit 10-O1 and Exhibit 10-O2 are required to be included in the Proposal. If the UDBE goal is not met for the Project, only consultants selected for the Master Agreement contract will be required to submit Good Faith Efforts documentation.

- 21) The RFQ states (p. 2) that the Proposal should be in a separate sealed envelope separate from the LOI/SOQ. It also states that we must include in our SOQ: approach, key personnel qualifications, firm experience, and project experience. However, on RFQ p. 6, it states that we also need to include this information in the Proposal. Do you want this same information repeated in both the LOI/SOQ and the Proposal?

RESPONSE: Yes, please provide the requested information in both the SOQ and Proposal as requested in the Notice of RFQ/RFP. A consultant's demonstration of knowledge of how they would handle different risk levels and their general knowledge of SWPPP preparation may be demonstrated in the Proposal.

- 22) What is the current scenario with respect to SWPPP services in the County of Stanislaus?

RESPONSE: Until July 2010, the contractor was responsible for preparation of the SWPPP for a County project.

- 22) What are the keys things expected in the proposal?

RESPONSE: Key items expected and requirements for the Proposal are outlined in Page 6 of 7 of the Notice of RFQ/RFP.

**ADDENDUM NO. 3
REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSALS
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FOR SOQS/PROPOSALS DUE NOVEMBER 24, 2010; 5:00 PM
DATE: NOVEMBER 19, 2010**

23) Do you have any consulting firm in mind for this work? Could you let us know?

RESPONSE: No, the County has no consultant firm in mind for this work.

24) We need clarification on the SOQ contents and requirements section. You are asking for a lot of information with very short page limitations. Can you please provide clarification for the following sections. Under 2a. you are asking to introduce the principals but in Section 5 you ask us to introduce the team, role and experience. Under 2e. you are asking for a list of 5 similar projects, key issues, challenges and how resolved but under Section 6. you ask us to provide a minimum of 3 projects, including their outcome, challenges, etc. Are you looking for everything under Number 2, 3 and 4 be addressed in the Firm and Team Experience Section (2 Pages), including the organization chart?

RESPONSE: Refer to Response to Inquiry No. 8 and No. 12.

25) Is there a page limitation for the proposal?

RESPONSE: Refer to Response to Inquiry No. 12. IF the consultant feels it necessary to expand upon the firm's capabilities, there is room within the Proposal requested in the Notice of RFQ/RFP. Please be aware that conciseness and the ability to be clear and succinct will be valued by the judging committee.

26) Under proposal requirements you are asking for experience with similar projects and qualifications of staff. Should we list our projects and personnel again?

RESPONSE: Yes, the SOQ is a separate document than the Proposal. Refer to Response to Inquiry No. 21.

27) I have read the material you sent regarding the UDBE and UDE. It has been difficult trying to find a qualified DBE or UDBE who offers commercial or desktop publishing services. I have looked on the state database through the link you provide but could not find anyone local (from Lodi or Stockton) to perform the work we need to get done. I did find someone in Sacramento but they are to far away. Do you have any contacts that might be able to help (us) find a UDBE or UBE that we could use for publishing services?

RESPONSE: No, the County uses the same resources to identify UDBE firms for different services. If the UDBE goal is not met for the project, Exhibits 10-O1 and 10-O2 must still be completed and submitted with the Proposal. Only the selected consultant will be required to submit Good Faith Effort documentation.

**ADDENDUM NO. 3
REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSALS
PREPARATION OF STORM WATER POLLUTION PREVENTION PLAN SERVICES
FOR SOQS/PROPOSALS DUE NOVEMBER 24, 2010; 5:00 PM
DATE: NOVEMBER 19, 2010**

- 28) When invoicing the County for a SWPPP service is it necessary to provide a line item invoice based on the individual tasks performed (and related charges) or can we invoice for services rendered using a flat fee, not broken down by task?

RESPONSE: A line item invoice based on the individual tasks performed, including related charges, may be submitted to the County for all SWPPP services. Refer to Response to Inquiry No. 6. Alternatively, services for the preparation of SWPPPs may be billed/invoiced as a lump sum item.

- 29) Section 5.4 last sentence. Will a certificate of insurance be okay showing coverage amounts. (We) cannot provides copies of insurance policies, however the County can review them.

RESPONSE: A Certificate of Insurance is required from the consulted awarded the contract before the contract is executed, and is sufficient to show the coverage amounts. The consultant shall state in the submitted Proposal that the firm has reviewed the Sample Professional Design Services Agreement and will meet all of the terms and conditions id selected by the County for the requested services, including the insurance requirements. A copy of the insurance policies is not required to show coverage amounts for insurance,

- 30) Sections 6.1 (Indemnification) is it possible to modify some of the language. Sections 6.2 (Duty to Defend) (our firm) cannot accept this. As I understand are sections 6.1 and 6.2 being modified after our conversation today under state order 972.

RESPONSE: Yes, the County is working on amendments to the indemnity section of the Sample Design Services Agreement to be consistent with SB972. Attached is a copy of SB972, for your reference. The Agreement executed for this contract will include an amended indemnification section, consistent with SB972.

Senate Bill No. 972

CHAPTER 510

An act to amend Section 2782.8 of the Civil Code, relating to indemnity.

[Approved by Governor September 29, 2010. Filed with
Secretary of State September 29, 2010.]

LEGISLATIVE COUNSEL'S DIGEST

SB 972, Wolk. Indemnity: design professionals.

Existing law provides, for all contracts, and amendments to contracts, entered into on or after January 1, 2007, with a public agency for design professional services, all provisions, clauses, covenants, and agreements contained in, collateral to, or affecting these contracts, that purport to indemnify, including the cost to defend, the public agency by a design professional against liability for claims against the public agency, are unenforceable, except for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional.

This bill would provide, with respect to contracts and amendments to contracts entered into on or after January 1, 2011, with a public agency for design professional services, that all provisions, clauses, covenants, and agreements contained in, collateral to, or affecting these contracts or amendments to contracts that purport to require the design professional to defend the public agency under an indemnity agreement, including the duty and the cost to defend, are unenforceable, except for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The bill would provide that all contracts and all solicitation documents between a public agency and a design professional are deemed to incorporate these provisions by reference.

The people of the State of California do enact as follows:

SECTION 1. Section 2782.8 of the Civil Code is amended to read:

2782.8. (a) For all contracts, and amendments thereto, entered into on or after January 1, 2007, with a public agency for design professional services, all provisions, clauses, covenants, and agreements contained in, collateral to, or affecting any such contract, and amendments thereto, that purport to indemnify, including the duty and the cost to defend, the public agency by a design professional against liability for claims against the public agency, are unenforceable, except for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. This section shall not be waived

or modified by contractual agreement, act, or omission of the parties. Contractual provisions, clauses, covenants, or agreements not expressly prohibited herein are reserved to the agreement of the parties.

(b) All contracts and all solicitation documents, including requests for proposal, invitations for bid, and other solicitation documents, between a public agency and a design professional, are deemed to incorporate by reference the provisions of this section.

(c) For purposes of this section, the following definitions apply:

(1) "Public agency" includes any county, city, city and county, district, school district, public authority, municipal corporation, or other political subdivision, joint powers authority, or public corporation in the state. Public agency does not include the State of California.

(2) "Design professional" includes all of the following:

(A) An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.

(B) An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.

(C) An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.

(D) An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

(d) This section shall only apply to a professional service contract, or any amendment thereto, entered into on or after January 1, 2007.

(e) The amendments made to this section by the act adding this subdivision shall apply to services offered pursuant to a design professional contract, or any amendment thereto, entered into on or after January 1, 2011.

(f) Nothing in this section shall abrogate the provisions of Section 1104 of the Public Contract Code.

Senate Bill No. 972

CHAPTER 510

An act to amend Section 2782.8 of the Civil Code, relating to indemnity.

[Approved by Governor September 29, 2010. Filed with
Secretary of State September 29, 2010.]

LEGISLATIVE COUNSEL'S DIGEST

SB 972, Wolk. Indemnity: design professionals.

Existing law provides, for all contracts, and amendments to contracts, entered into on or after January 1, 2007, with a public agency for design professional services, all provisions, clauses, covenants, and agreements contained in, collateral to, or affecting these contracts, that purport to indemnify, including the cost to defend, the public agency by a design professional against liability for claims against the public agency, are unenforceable, except for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional.

This bill would provide, with respect to contracts and amendments to contracts entered into on or after January 1, 2011, with a public agency for design professional services, that all provisions, clauses, covenants, and agreements contained in, collateral to, or affecting these contracts or amendments to contracts that purport to require the design professional to defend the public agency under an indemnity agreement, including the duty and the cost to defend, are unenforceable, except for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The bill would provide that all contracts and all solicitation documents between a public agency and a design professional are deemed to incorporate these provisions by reference.

The people of the State of California do enact as follows:

SECTION 1. Section 2782.8 of the Civil Code is amended to read:

2782.8. (a) For all contracts, and amendments thereto, entered into on or after January 1, 2007, with a public agency for design professional services, all provisions, clauses, covenants, and agreements contained in, collateral to, or affecting any such contract, and amendments thereto, that purport to indemnify, including the duty and the cost to defend, the public agency by a design professional against liability for claims against the public agency, are unenforceable, except for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. This section shall not be waived

or modified by contractual agreement, act, or omission of the parties. Contractual provisions, clauses, covenants, or agreements not expressly prohibited herein are reserved to the agreement of the parties.

(b) All contracts and all solicitation documents, including requests for proposal, invitations for bid, and other solicitation documents, between a public agency and a design professional, are deemed to incorporate by reference the provisions of this section.

(c) For purposes of this section, the following definitions apply:

(1) "Public agency" includes any county, city, city and county, district, school district, public authority, municipal corporation, or other political subdivision, joint powers authority, or public corporation in the state. Public agency does not include the State of California.

(2) "Design professional" includes all of the following:

(A) An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.

(B) An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.

(C) An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.

(D) An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

(d) This section shall only apply to a professional service contract, or any amendment thereto, entered into on or after January 1, 2007.

(e) The amendments made to this section by the act adding this subdivision shall apply to services offered pursuant to a design professional contract, or any amendment thereto, entered into on or after January 1, 2011.

(f) Nothing in this section shall abrogate the provisions of Section 1104 of the Public Contract Code.

EXHIBIT B
Master Agreement

CONSULTANT'S RESPONSE TO COUNTY'S REQUEST FOR PROPOSAL



November 23, 2010

Aja Verburg, PE
Stanislaus County Department of Public Works
1716 Morgan Road
Modesto, CA 95358

**RE: Request for Qualifications/Request for Proposals
for Preparation of Storm Water Pollution Prevention Plan Services**

ETIC Engineering, Inc. (ETIC) appreciates this opportunity to present our letter of intent, statement of qualifications, and proposal to provide Stanislaus County with Storm Water Pollution Prevention Plan (SWPPP) services. ETIC has extensive storm water compliance experience, and we are very familiar with the requirements of the new Storm Water Construction General Permit for Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ) (CGP).

In 2009, the State Water Resources Control Board (SWRCB) issued the new CGP that took effect on July 1, 2010 which takes a risk-based approach and contains numerous requirements, some of which have mandatory minimum fines if not met. Capital projects are impacted the most because the CGP focuses on construction projects that disturb an acre or more. ETIC is staffed with water quality subject matter experts, trainers of record for Qualified SWPPP Developer (QSD)/Qualified SWPPP Practitioner (QSP), QSDs and QSPs, and a Technical Advisor and Steering Committee Member to the California Stormwater Quality Association (CASQA) and the SWRCB for the CGP. ETIC has participated in and provided valuable input throughout the last 3 years in the development and implementation of the new CGP. This also includes providing input and feedback on the Beta Storm Water Multiple Application and Report Tracking System (SMARTS) to improve functionality and to help make the application more user friendly and efficient. ETIC is recognized as a leader in implementing and maintaining compliance of the CGP and lowering risks to clients.

ETIC is currently performing turnkey environmental services for construction and utilities companies including storm water program development at the company-wide and facility levels, storm water training, SWPPPs, inspections and monitoring, Best Management Practice evaluation and development, installation and maintenance, and site restoration.

Lastly, ETIC acknowledges Addendum 1, issued: November 5, 2010; Addendum 2, issued: November 10, 2010; and Addendum 3, issued: November 19, 2010. ETIC has also reviewed the Sample Professional Design Services Agreement and will meet all of the terms and conditions if selected by the County for the requested services.

If you have any questions regarding our proposal, please contact Debra Carey at (925) 602-4710 ext. 42 or Douglas Oram at (925) 602-4710 ext. 12. We appreciate this opportunity to present our letter of intent, statement of qualifications, and proposal. Thank you for your time and consideration.

Respectfully,
ETIC ENGINEERING, INC.

A handwritten signature in black ink, appearing to read "Debra Carey", with a long, sweeping underline that extends to the right.

Debra Carey, PG, CEG, CPESC
Storm Water Compliance Program Manager

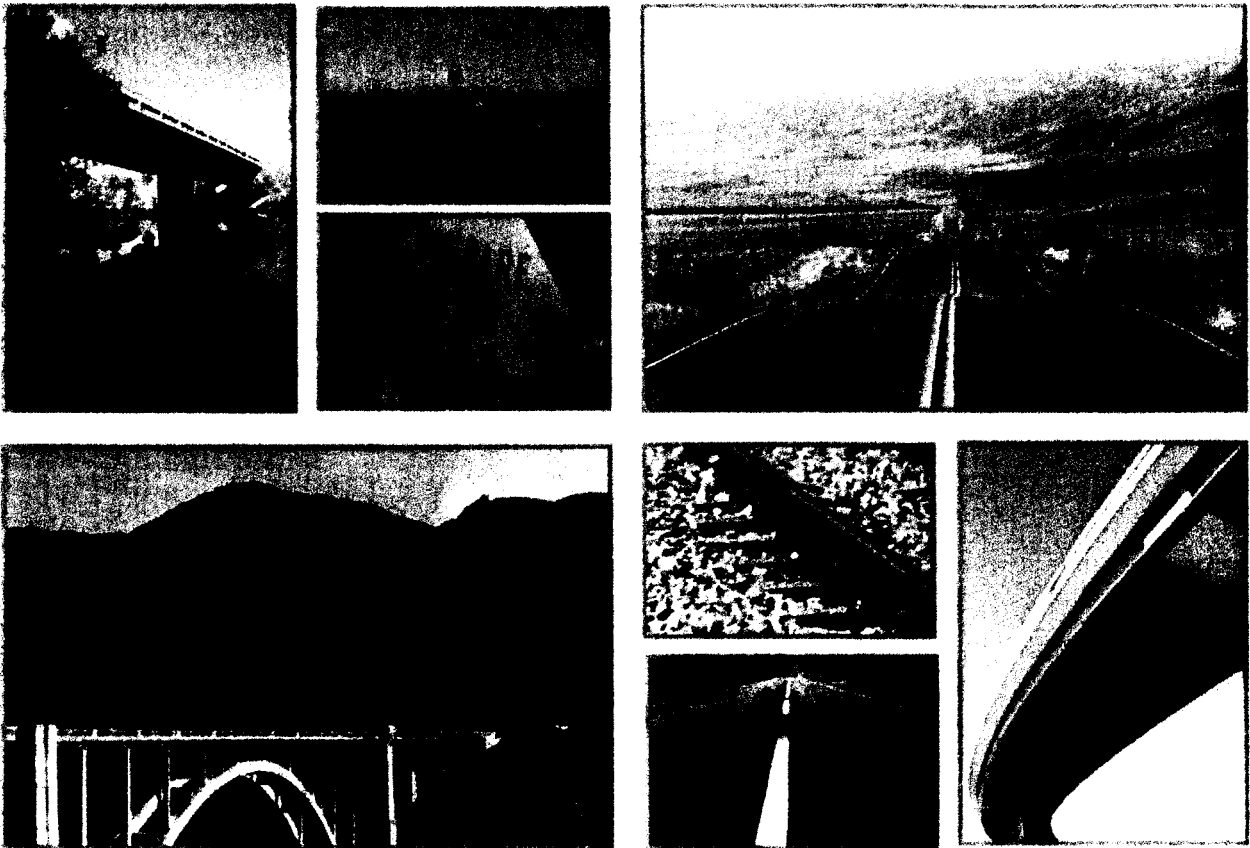
A handwritten signature in black ink, appearing to read "Douglas E. Oram", with a stylized, looped design.

Douglas E. Oram, PhD
Vice President

Statement of Qualifications for Preparation of Storm Water Pollution Prevention Plan Services

Prepared for:

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



ETIC Engineering, Inc.
2285 Morello Avenue
Pleasant Hill, CA 94523
(925) 602-4710

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TECHNICAL UNDERSTANDING/APPROACH

ETIC understands that the Stanislaus County Department of Public Works is seeking qualified candidates to assist with preparation of Storm Water Pollution Prevention Plans (SWPPPs) and associated tasks in compliance with the California Storm Water General Permit for Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ) (CGP). ETIC will provide these services under the direction of one of our Qualified SWPPP developers (QSD) and Qualified SWPPP Practitioners (QSP). The CGP was adopted by the State Water Resources Control Board (SWRCB) on September 2, 2009 and is in effect as of July 1, 2010. Permit Registration Documents (PRDs) including the SWPPP must be electronically filed via the Storm Water Multi-Application and Report Tracking System (SMARTS) website. ETIC has extensive experience in preparing SWPPPs and uploading the PRDs for permit review and processing. PRDs include:

- Notice of Intent (NOI),
- Risk Assessment,
- Post-Construction Calculations if applicable,
- Site Map,
- SWPPP,
- Signed certification statement by the Legally Responsible Person or delegate of authority, and
- The first annual fee.

ETIC would approach this task by meeting with the County and discussing the project. Once a project scope and understanding has been reached, ETIC has experienced staff available to perform data submitter duties for Stanislaus County. PRD documentation will undergo a senior technical review by ETIC as well as ETIC's quality control and assurance process, prior to submittal to Stanislaus County for review and approval. Once ETIC has been given approval and permission by Stanislaus County, ETIC will upload necessary PRDs via the SMARTS website and will notify Stanislaus County upon completion of the PRD uploads for Stanislaus County to electronically certify the uploaded PRDs. The submitted information then needs to be electronically certified by a Stanislaus County Legally Responsible Person (LRP) or someone who has written delegation of authority.

ETIC also has prepared SWPPPs for projects falling under the jurisdiction of Caltrans; and are therefore positioned to provide these services to Stanislaus County should the project require that format. Projects ETIC have worked on that fell within Caltrans Right of Way include utility relocation (gas and electric) and road relocation/widening projects. All Caltrans jurisdiction SWPPPs have complied with Caltrans regulations/requirements and the Construction General Permit (when applicable).

SWPPP Development

ETIC is very experienced with SWPPP development. The first step ETIC undertakes is an assessment to determine whether the project qualifies for coverage under traditional or linear permit coverage. This step is critical for determining the format to use for the SWPPP development. It is also important for guiding the type of field implementation required for compliance. Once the project is determined to be either traditional or linear, the sediment and receiving water risk calculations will be performed. This step allows for incorporation of the appropriate language in the SWPPP and for the required compliance components for BMPs, inspections and monitoring, and documentation. Risk calculations will undergo ETIC senior review for verification and approval of the risk level or type for the SWPPP to be prepared.

ETIC will prepare the SWPPP to include pre-construction photo documentation, identification of project pollutants of concern, activities, and appropriate Best Management Practices (BMPs) to reduce storm water impacts.

Recommended BMPs will include erosion control, sediment control, tracking control, wind erosion control, non-storm water management, and materials and waste management controls. The SWPPP has



attached BMP "cut-sheets" identifying installation, inspection, and maintenance requirements. ETIC will provide water pollution control drawings (WPCDs) showing the recommended temporary BMPs. The SWPPP will also include sampling and analysis plans for construction storm water monitoring for non-visible pollutants, and sediment, siltation, and/or turbidity pollutants (if applicable).

ETIC will work with the County to determine appropriate post-construction stabilization requirements for all areas of soil disturbance so that any long term BMPs meet Municipal Separate Storm Sewer Systems requirements. This information will be contained in the Post-Construction Storm Water Management Section of the SWPPP if applicable. The SWPPP will undergo ETIC's quality control and assurance process prior to submittal to Stanislaus County for review and approval.

If requested, ETIC will prepare and upload the CGP Annual Report, if needed, via the SMARTS website. The Annual Report must be filed by September 1 of each year. The Annual Report will include a summary and evaluation of all sampling and analysis results, original laboratory reports, Chain of Custody forms, a summary of all corrective actions taken during the compliance year, and identification of any compliance activities or corrective actions that were not implemented. Under the new CGP the first Annual Report is due by September 1, 2011.

Project Specific Storm Water Training

ETIC will prepare and provide on-site BMP/SWPPP training to project personnel prior to commencement of construction activities to ensure that the project team has a clear understanding of the components required for compliance with storm water regulatory requirements. The storm water training is generally conducted in a tailgate setting that takes about an hour but can be tailored to the County's specifications.

Inspections and Monitoring

Each traditional project will have risk level specific visual inspections and monitoring requirements. ETIC has experienced staff capable of handling the inspections and monitoring requirements for all risk levels.

ETIC will perform daily monitoring of precipitation forecast information for documentation and recordkeeping compliance. This is also performed to determine qualifying storm events (0.5 inch or more of rain) for inspection and monitoring requirements. ETIC performs the monitoring and sampling requirements for project risk levels and types as summarized below.

Summary of Monitoring and Sampling Requirements							
Risk Level	Visual BMP Monitoring					Stormwater Sampling	
	Year Round	Pre-Storm		Daily Storm	Post Storm	Site Effluent	Receiving Water.*
		Baseline	REAP				
1	☺	☺		☺	☺		
2	☺	☺	☺	☺	☺	☺	
3	☺	☺	☺	☺	☺	☺	☺

* - if NEL exceeded and if site has direct discharge to receiving water

For Risk Level 2 and 3 projects, ETIC will develop and implement a Rain Event Action Plan (REAP) designed to protect all exposed portions of the site within 48 hours prior to any likely precipitation event.

For all risk levels, each site inspection will include a written report and photos of the area inspected, with any recommendations for correction of BMPs. In the event that emergency corrections need to be implemented, ETIC's field inspector will provide a handwritten field report to the designated project personnel with copies to the Stanislaus County Project Manager, as required.



ETIC will perform field sampling, monitoring, and analysis according to the requirements set forth by risk level or type. ETIC has qualified staff available to perform effluent monitoring and reporting for pH and turbidity in storm water discharges. The purpose of this monitoring is to determine compliance with the Numeric Effluent Levels (NELs) and evaluate whether Numeric Action Levels (NALs) included in the CGP are exceeded.

ETIC will notify the Stanislaus County Project Manager in the event an NEL or NAL is exceeded immediately and will provide the results for review and approval.

In the event project site conditions are determined to be unsafe or if a rain event occurs outside of construction work hours, sampling and inspections will not be performed. ETIC will provide documentation to support either of these conditions to Stanislaus County and for SWPPP documentation and recordkeeping purposes.

Permitting Waiver Exception

If a project is determined to be a small construction site between 1 and 5 acres and have a rainfall Erosivity factor ("R" in the Revised Universal Soil Loss Equation) of less than 5 and does not have adverse water quality impacts it qualifies for a Waiver and would be exempt from CGP coverage.

In the event that a project appears to qualify for the waiver, ETIC will undertake the calculations and paperwork for final determination and compliance; then prepare a Plan to be implemented for compliance with Stanislaus County's water quality policies and the Porter-Cologne Water Quality Act regulatory requirements. ETIC will assist the County in understanding Erosivity Waiver applicability.

Project Management

ETIC has demonstrated excellent schedule performance, with over 90 percent of all projects completed on time and at or below cost. Our experience and effective use of our Management Information System, which consists of integrated software programs providing flexible project planning and cost schedule control tools, provides timely response forecasting, ensuring that appropriate project resources are available, and allows managers "real time" cost and schedule control. Clients can call a designated task order manager at any given time to obtain budget and schedule status.

ETIC intends to utilize weekly accountability tracking and monthly coordination meetings and invoicing to meet the project budget and schedules. Our invoices will show the amount authorized, the scope percentage completed, and the corresponding budget spent to date.

Ability and Willingness to Respond

ETIC has demonstrated ability to meet contract requirements, expedite schedules, and work under unique conditions, such as field hours limited to non-service hours or night. We can initiate work within one to two days or less of execution of a task order, and can schedule meetings at Stanislaus County offices or project sites within a few hours notice.

ETIC has a thorough understanding of how to assess a project to determine what type of storm water permit for construction activities will be required to be obtained and how to proceed to plan for implementation.

Upon receiving a request for project support, ETIC will commence data gathering activities that will also include performing a site visit to identify potential sensitive areas, surface water features and drainage courses. ETIC will photo document the site prior to the start of construction activities capture pre-construction field conditions.



ETIC STAFFING PLAN

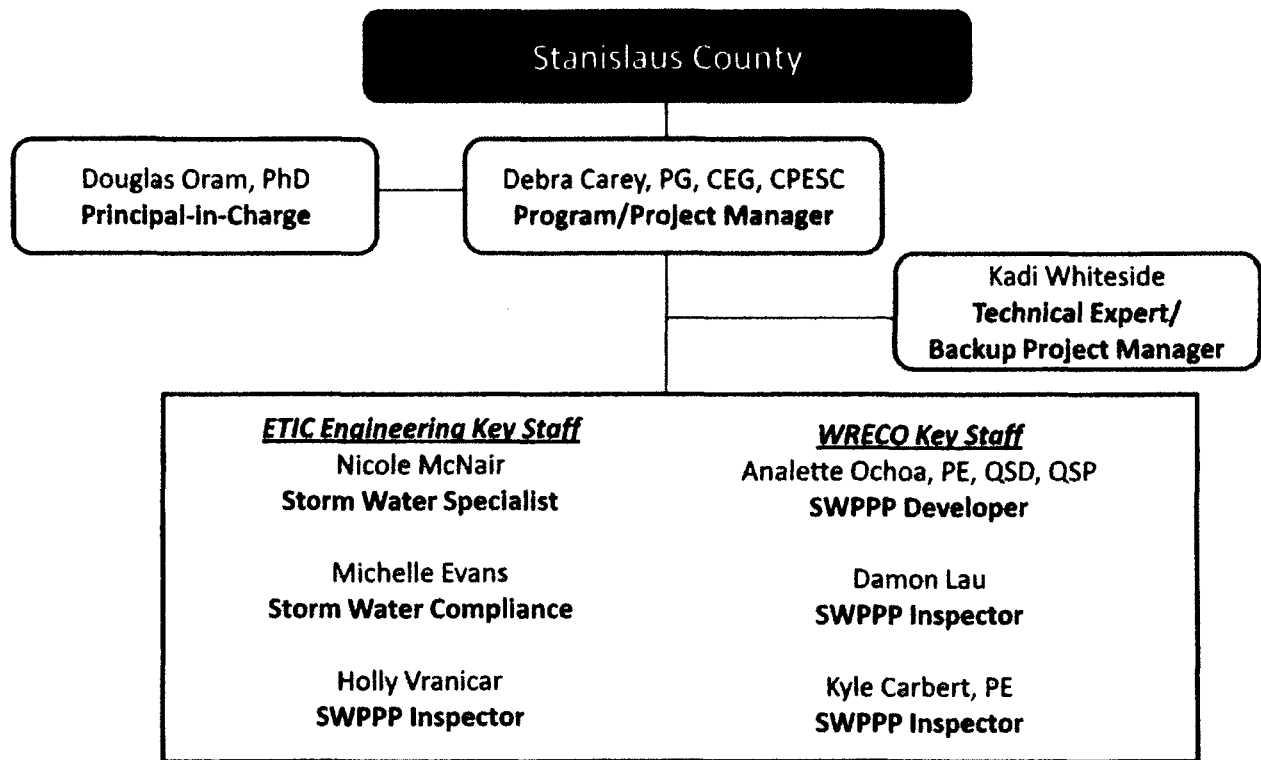
ETIC is a full-service environmental consulting engineering firm headquartered in Pleasant Hill, California, with additional offices in Martinez, Costa Mesa, Pasadena, and San Diego. ETIC was established in 1991 and is staffed with approximately 90 scientists, engineers, and field personnel who have backgrounds in environmental, civil, and chemical engineering; geology and hydrogeology; biology; mathematical modeling; and risk assessment. ETIC will utilize the Pleasant Hill office for the proposed services to Stanislaus County. ETIC staff includes experienced, certified, and registered professionals in the full range of disciplines required to assess, evaluate, and resolve complex environmental issues. ETIC has enjoyed particular success in providing regulatory liaison for environmental remediation, compliance, property transfer, and construction projects.

ETIC has extensive experience in all phases of facilities and project support for storm water compliance. ETIC has a high level of familiarity and credibility with the State Water Resources Control Board (SWRCB), local Regional Water Quality Control Boards (RWQCBs), and Municipal Separate Storm Sewer Systems and has earned a reputation for delivering creative and innovative solutions for storm water compliance. ETIC's staff have developed storm water management program procedures for implementation by facilities and construction projects at the company-wide and facility-specific levels, as well as conducted extensive training on storm water visual monitoring, sampling and analysis, recordkeeping and reporting requirements, and provided litigation support related to the General Permit. ETIC have staff that serve on the SWRCB/California Stormwater Quality Association Steering Committee in a technical advisor capacity and also on the Training Committee to assist in the development of the training program for the new Construction General Permit.

Our field QSP-lead professional crews are trained and ready to serve Stanislaus County on this contract. We have a rigorous training program for all field staff, including health and safety, loss prevention, storm water technical instruction, compliance requirements, and photographing/archiving. We also conduct routine field audits of our equipment and systems, and field assessments of our staff to maintain a consistent level of field implementation. We have licensed professional engineers (PE), certified professional erosion and sediment control specialists (CPESC), and certified ATS trained professionals ready to provide field services. ETIC has a dedicated team of certified field inspectors with experience observing the installation and preparation of field reports for pollutant-specific BMPs, as well as monitoring and evaluating the effectiveness and appropriateness of selected BMPs.

ETIC will also utilize WRECO as a subconsultant for this contract for civil design SWPPP elements. WRECO is a small and minority-owned engineering consulting firm (California Unified Certification Program Disadvantaged Business Enterprise No. 30066, expiration 08/01/2013), specializing in hydrology, hydraulic engineering, storm water management, water resources, water and wastewater system planning and design, and coastal engineering. WRECO was founded in 1995 and incorporated in 1996 as a standard California corporation with offices in Walnut Creek and Oakland. WRECO has 32 qualified professionals to serve Stanislaus County and each of WRECO's proposed staff is available and committed to the successful completion and timely delivery of the project in a cost-effective manner. ETIC is committed to meeting Stanislaus' County UDBE goals by subcontracting to WRECO. Qualification summaries for the key ETIC personnel are as follows and full resumes are included in Appendix A.





Douglas Oram, Principal

- Ph.D., Organometallic Chemistry, University of California, Davis, 1989
- B.S., Chemistry, University of California, Davis, 1983

Dr. Oram has over 20 years of experience in environmental engineering and compliance. Dr. Oram has served as the Principal/Program Manager for storm water and compliance projects for a major California public utility client for the past three years. In this role he has provided direct client interface for planning, contracting, regulatory negotiations, and project delivery. Dr. Oram has a keen sense of risk and how to protect our clients and ETIC from any unnecessary risks.

Debra Carey, Program/Project Manager

- B.A., Geology, University of California, Davis, California; 1977
- California Certified Engineering Geologist #1556
- California Professional Geologist #4147
- Nationwide Certified Professional Erosion and Sediment Control #269
- State Water Board Certified QSD/QSP and Trainer of Record

Ms. Carey has more than 28 years of experience managing all phases of physical science and infrastructure projects, supervising and mentoring staff, and interfacing with clients and stakeholder agencies. She is experienced with numerous project planning/management duties, including permitting, scheduling and layout of operations, budget oversight and planning, construction observation and oversight, and project close out and maintenance. Her project history ranges from hydrology and runoff, hydraulics/culverts/creek restoration, engineering geology/roadway design to earthquake disaster planning and structure seismic response studies. She is experienced in landform mapping and in performing watershed and long-term best management practice (BMP) design for land planning purposes, including the preparation of sustainable and low impact (LID) storm water management plans (SWMPs), pollution prevention plans (PPPs) and Storm Water Pollution Prevention Plans (SWPPPs). Her SWPPP preparation, training, and field monitoring experience is extensive.



Kadi Whiteside, Technical Expert/Backup Project Manager

- B.S., Civil/ Environmental Engineering, Minor in Japanese, University of Southern California, Los Angeles, CA, 1996
- California Engineer-in-Training #113814
- Foundation for Cross-Connection Control and Hydraulic Research Cross-Connection Control Specialist

Ms. Whiteside has more than 14 years of experience in the environmental field and is the Senior Environmental Compliance Manager. Before ETIC she worked at Pacific Gas and Electric Company as an environmental subject matter expert. She has provided leadership, technical oversight, and supervision for drinking water, waste water, vault dewatering, storm water, and tank programs and has been responsible for the planning, organization, and management of a variety of tasks for improving water quality environmental compliance and decreasing environmental risks. She is a Technical Advisor and Steering Committee Member to the State Water Resources Control Board (SWRCB) and the California Stormwater Quality Association (CASQA) for the Construction General Permit and is a subcommittee member of the task force for the development of the training requirements and the training program for the new Construction General Permit. She actively participates in the regulatory and legislation review and comment process with industry partners and stakeholders to identify upcoming changes and the impacts in operation and associated cost that will occur at project and facility levels. She is the 2008 recipient of PG&E's Richard A. Clarke Annual Environmental Leadership Award, Individual Award Winner – for leadership in spearheading the development of new practices and techniques to protect water quality, plants, and animals at construction sites.

Nicole McNair, Storm Water Specialist

- B.S., Environmental Management and Protection, California Polytechnic State University, San Luis Obispo, California, 2004
- Certified Asbestos Building Inspector and Management Planner

Ms. McNair is a storm water specialist and has over 6 years of experience in the environmental field. Her areas of expertise include storm water, hazardous waste, and underground storage tank (UST) compliance; environmental auditing and training; and asbestos compliance. She is responsible for maintaining compliance with National Pollutant Discharge Elimination System Permits, production of regulatory compliance reports submitted to the Regional Water Quality Control Boards and State Water Resources Control Board, and project management of the storm water program which includes: providing technical expertise for Storm Water Pollution Prevention Plans (SWPPPs), erosion and sediment control measures, Best Management Practices (BMPs), NPDES permitting, and project cost estimating and scheduling. She is responsible for maintaining client compliance with SWPPPs from implementation until completion, and she performs storm water and environmental/permitting compliance training to internal and external clients.

Michelle Evans, Storm Water Compliance

- B.S., Geology, California State University, Hayward, 2006

Ms. Evans is a project geologist with approximately 5 years of experience in the environmental field. She has been involved with ETIC's storm water program for the past 3 years and her responsibilities have included National Pollutant Discharge Elimination System permitting and developing Storm Water Pollution Prevention Plans and Erosion and Sediment Control Plans for gas and electric transmission and distribution projects, as well as substation expansion projects. She works with program managers, construction supervisors, and site biologists to develop the most effective erosion and sediment control measures for each individual project site and is responsible for maintaining client compliance with Storm Water Pollution Prevention Plans from implementation of the project until completion. Ms. Evans has conducted Phase I and Phase II environmental site assessments and is experienced in well installation and various sampling techniques for groundwater, soil, and soil vapor sample collection. Ms. Evans also has experience in structural geology, sedimentology, stratigraphy, tectonics, and field geology.



Holly Vranicar, SWPPP Inspector

- B.S., General Biology, University of California at Davis, 2007

Ms. Vranicar is a staff scientist with over 3 years of experience in the environmental, research, and document management fields and currently works primarily on storm water compliance, through the production of Storm Water Pollution Prevention Plans and Best Management Plan selection. Ms. Vranicar oversees ETIC inspection and sampling activities for compliance with the California Construction General Permit (CGP). Her expertise includes SWPPP and storm water report preparation, site inspection, storm water sampling, and Best Management Practice (BMP) compliance. Over the past 3 years at ETIC Ms. Vranicar has assisted with environmental compliance and permitting services for a major public utility company throughout California.

Analette Ochoa, PE, QSD, QSP, SWPPP Developer

- B.S., Civil Engineering, University of California, Davis, 1992
- California Professional Civil Engineer: CA, #C55279
- Construction General Permit Qualified Storm Water Pollution Prevention Plan Developer

Ms. Ochoa has over 18 years of experience in the fields of storm water and water quality. Currently, she is assisting Caltrans District 4 in transitioning their construction projects to comply with the storm water requirements of the new Construction General Permit. Ms. Ochoa also performed the conceptual design for storm water and non-storm water treatment systems (ATS) on a project for Caltrans District 4. Prior to joining WRECO, she worked for Caltrans for 14 years. Part of that experience included work as a construction inspector, inspecting roadway and bridge construction, drainage, lane closures, ramp construction, fence construction, curb/sidewalk construction, and pile driving. She was also responsible for reviewing SWPPPs submitted by contractors and inspecting placement of SWPPP items such as silt fence, placement of construction entrances, ESA fence, and dewatering activities.

Damon Lau, SWPPP Inspector

- B.S., Mechanical Engineering, University of California, Berkeley, 2005
- Engineer-in-Training: CA, #121539

Mr. Lau has experience in construction management, construction support, hydraulic analysis, stormwater treatment best management practices (BMPs), and roadway drainage design. He is currently assisting in transitioning various projects to comply with the new Construction General Permit (CGP). His work at WRECO is focused on water quality and drainage projects. Prior to joining WRECO, Mr. Lau assisted with managing plant expansion and pipeline projects.

Kyle Carbert, PE, SWPPP Inspector

- M.S., Civil and Environmental Engineering, University of California, Berkeley, 2005
- B.S., Civil and Environmental Engineering, University of California, Berkeley, 2004
- Civil Engineer: CA, #C71608

Mr. Carbert has five years of experience in public works design. Currently, he is assisting Caltrans District 4 transition projects to comply with the new Construction General Permit. He has worked on a variety of public works projects, particularly in the areas of roadway rehabilitation, curb ramp design, drainage design, and sanitary sewer rehabilitation. In addition, Mr. Carbert has experience with traffic control planning and encroachment permitting. He has also worked on over 400 curb ramp designs. In his studies at UC Berkeley, he focused on environmental fluid mechanics, participating in several research projects dealing with sediment transport and potential wetland restorations in the San Francisco Bay Delta.



ETIC PROJECT DESCRIPTIONS

ETIC's water quality and environmental compliance team has completed over 250 projects for utility clients and construction companies for variety of projects. Our experience includes development of site-specific Storm Water Pollution Prevention Plans (SWPPPs) for erosion control and sediment management, development of erosion and sediment control plans, and design of post-construction Best Management Practices (BMPs) for control of water quality to mitigate for impacts due to hydro-modification. As a turn-key environmental, design, and construction firm we can provide integrated regulatory compliance with development of designs, plans, specifications, installation and maintenance, and restoration. We have been involved in many projects where site constraints required novel approaches including the use of active treatment systems, complex but efficiently staged construction windows, or the use of emerging BMPs such as bioengineered approaches or the use of environmentally green technologies. Specific project descriptions follow in this section highlighting ETIC's relevant project experience.

Environmental Compliance Services, Tehachapi Renewable Transmission Project

Client: Henkels & McCoy 2840 Ficus Street Pomona, CA 91766	Client Contact: Mr. George Stockton Area Manager (909) 517-3011 gstockton@henkels.com	Project Budget: \$2,000,000	Duration of Project: September 2010- Fall 2014
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Project Description and Services Provided:

ETIC is currently serving as a subcontractor to Henkels & McCoy on the Tehachapi Renewable Transmission Project for Southern California Edison. ETIC is responsible for tasks associated with storm water and environmental compliance consulting services and best management practice (BMP) implementation and oversight for the construction activities for Segment 4, 5, and 10. ETIC has prepared Storm Water Pollution Prevention Plans (SWPPP) for three temporary construction yards and one Erosion and Sediment Control Plan (ESCP) for an additional construction under 1 acre in size. In addition, ETIC is responsible for conducting field inspections and monitoring services to evaluate the progress of construction and compliance with the SWPPP, Emergency Response Plan, Soil Management Plan, Spill Prevention Control and Countermeasure (SPCC) Plan, Hazardous Materials Business Plan (HMBP), and Dewatering Plan and associated permit requirements.

Environmental Remediation and Compliance Services Master Service Agreement

Client: Pacific Gas & Electric	Client Contact: Isabella Johannes Program Manager (530) 889-3180 lxj4@pge.com	Project Budget: \$5,000,000	Duration of Project: 2007-Present
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Project Description and Services Provided:

ETIC has completed over 200 projects for substation expansions, gas pipeline installations, power-line reconditioning projects, power generation facilities, California Department of Transportation (Caltrans) projects which require relocation of PG&E utilities, and renewable energy projects. ETIC currently services over 40 active construction sites, providing a full range of services including SWPPP, Monitoring Program & REAP development, Permitting, Annual reporting, SMARTS management, BMP installation, field monitoring, maintenance, sampling, testing, and oversight. Additionally, ETIC staff are involved in presenting QSD/QSP training as a Certified Trainer of Record (ToR). ETIC has projects that include vault dewatering, assessing and remediation of contaminated soil and groundwater, general discharge permits, facility audits, surface impoundments, environmental and individual NPDES permitting, and compliance and implementation.



San Francisco-Oakland Bay Bridge (SFOBB) Toll Operations Building Project

Client: Swinerton Builders 260 Townsend Street San Francisco, CA 94107	Client Contact: Karl Joerger Project Executive (415) 984-1285 kjoerger@swinerton.com	Project Budget: \$45,000	Duration of Project: July 2010- June 2012
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Project Description and Services Provided:

ETIC prepared the Storm Water Pollution Prevention Plan (SWPPP) for the construction activities at the SFOBB Toll Operations Building Project. The SWPPP and additional tasks are in compliance with the new Storm Water General Permit for Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ) (CGP). ETIC has completed pre-construction photo documentation; SMARTS entry and upload of the SWPPP PRDs; and initial project specific storm water pollution prevention training for construction crews. ETIC also performs SWPPP inspections as follows:

- Weekly during the wet season (October 15 through April 15);
- Bi-weekly during the dry season (April 16 through October 14);
- Within 48 hours of a rain event (pre-storm inspection) if the rainfall is predicted to exceed 0.5 inches in a 24 hour period;
- Daily during an extended rain event where rainfall is predicted to exceed 0.5 inches in a 24 hour period;
- Within 48 hours after a rain event that produces 0.5 inches in a 24 hour period (post-storm inspection); and
- Quarterly non-storm water inspections are required in each of the following periods: January-March, April-June, July-September, and October-December.

ETIC will be responsible for preparing the annual report, SWPPP project completion inspection and photo documentation; and the SWPPP Notice of Termination (NOT).

Caltrans District 4 Water Quality Services Contracts

Client: Caltrans District 4 111 Grand Avenue Oakland, CA 94612	Client Contact: Hardeep Takhar Water Quality Program Manager (510) 286-7182 Hardeep_s_takhar@dot.ca.gov	Project Budget: \$6.5M	Duration of Project: 2002 – Present
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Project Description and Services Provided:

WRECO is currently under contract with Caltrans District 4 on a 3-year (2008-2010) Water Quality Studies and Technical Services Contract and also held the prior contract. WRECO reports directly to Caltrans District 4, Office of Water Quality.

For the contract, the WRECO staff is performing Construction General Permit (CGP) compliance support including: risk assessments, Storm Water Pollution Prevention Plan (SWPPP) review, preliminary ATS design, and other construction support.

In addition, WRECO also provided storm water and non-storm water treatment, Best Management Practice (BMP) and erosion control design, hydromodification study and mitigation design, water quality studies, 401 certification permit applications, and wetland mitigation design.

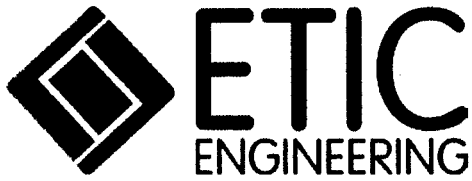


APPENDIX A – RESUMES



EXHIBIT C
Master Agreement

CONSULTANTS FEE SCHEDULE



2011 LABOR RATES

ETIC Professional	Hourly Rate
Principal	\$175
Program Manager	\$145
Licensed Engineer/Geologist	\$125
Project Manager	\$115
Construction Manager	\$110
Project Engineer/Geologist/SWPPP Inspector	\$105
Staff Engineer/ Geologist/SWPPP Inspector	\$85
Senior Technician/SWPPP Inspector	\$85
Technician/SWPPP Inspector	\$70
CAD Operator	\$75
Technical Editor	\$75
Administration/Clerk	\$50

**Table 1. COST ESTIMATE FOR
STORM WATER POLLUTION PREVENTION PLAN PREP
Task Order and Proposal**

Stanislaus County - SWPPP Services
ETIC Project No.

Task No.	Task	Quantity	Unit Rate	Units	Mark-Up	Subtotal	Task Totals
1	Risk Assessment and NOI						
	QSD (Program Manager)	1.00	\$145.00	Hour	0%	\$145.00	
	Staff Scientist	6.00	\$85.00	Hour	0%	\$510.00	
						TASK 1 SUBTOTAL	\$655
2.1	General Construction SWPPP Preparation Risk/Type 1						
	QSD (Program Manager)	6.00	\$145.00	Hour	0%	\$870.00	
	Project Scientist	8.00	\$105.00	Hour	0%	\$840.00	
	Staff Scientist	38.00	\$85.00	Hour	0%	\$3,230.00	
	Graphic Services	15.00	\$75.00	Hour	0%	\$1,125.00	
						TASK 2.1 SUBTOTAL	\$6,065
2.2	SWPPP Preparation Pursuant to the SWRCB CGP Risk/Type 2						
	QSD (Program Manager)	8.00	\$145.00	Hour	0%	\$1,160.00	
	Project Scientist	10.00	\$105.00	Hour	0%	\$1,050.00	
	Staff Scientist	44.00	\$85.00	Hour	0%	\$3,740.00	
	Graphic Services	18.00	\$75.00	Hour	0%	\$1,350.00	
						TASK 2.2 SUBTOTAL	\$7,300
2.3	SWPPP Preparation Pursuant to the SWRCB CGP Risk/Type 3						
	QSD (Program Manager)	8.00	\$145.00	Hour	0%	\$1,160.00	
	Project Scientist	10.00	\$105.00	Hour	0%	\$1,050.00	
	Staff Scientist	50.00	\$85.00	Hour	0%	\$4,250.00	
	Graphic Services	20.00	\$75.00	Hour	0%	\$1,500.00	
						TASK 2.3 SUBTOTAL	\$7,960
3	Training						
3.1	Construction Crew Training-QSP supervised						
	QSP (Licensed Engineer/Geologist)	14.00	\$125.00	Hour	0%	\$1,750.00	
	Graphic Services	2.00	\$75.00	Hour	0%	\$150.00	
	Expenses	1.00	\$50.00	Each	0%	\$50.00	
	Vehicle Flat Rate	1.00	\$70.00	Day	0%	\$70.00	
						TASK 3.1 SUBTOTAL	\$2,020
4	Site Inspections/Monitoring						
4.1	Site Inspections/Monitoring-QSP supervised						
4.1(a)	1/2 Day (4 hours) On-site						
	Staff Scientist	6.00	\$85.00	Hour	0%	\$510.00	
	QSP (Licensed Engineer/Geologist)	6.00	\$125.00	Hour	0%	\$750.00	
	Field Equipment and Supplies	1.00	\$5.00	Each	0%	\$5.00	
	Vehicle Flat Rate	1.00	\$70.00	Day	0%	\$70.00	
						TASK 4.1(a) SUBTOTAL	\$825
4.1(b)	1 Week (40 hours) On-site						
	QSP (Licensed Engineer/Geologist)	45.00	\$125.00	Hour	0%	\$5,625.00	
	Staff Scientist	5.00	\$85.00	Hour	0%	\$425.00	
	Field Equipment and Supplies	4.00	\$5.00	Each	0%	\$20.00	
	Vehicle Flat Rate	5.00	\$70.00	Day	0%	\$350.00	
						TASK 4.1(b) SUBTOTAL	\$6,420

**Table 1. COST ESTIMATE FOR
STORM WATER POLLUTION PREVENTION PLAN PREP
Task Order and Proposal**

Stanislaus County - SWPPP Services
ETIC Project No.

Task No.	Task	Quantity	Unit Rate	Units	Mark-Up	Subtotal	Task Totals
5	Sample Collection/Field Water Quality Testing						
5.1	Sample Collection/Field Water Quality Testing-QSP-Trained Inspector						
5.1(a)	1/2 Day (4 hours) On-site						
	QSD (Program Manager)	0.50	\$145.00	Hour	0%	\$72.50	
	Staff Scientist	8.00	\$85.00	Hour	0%	\$680.00	
	Vehicle Flat Rate	1.00	\$70.00	Day	0%	\$70.00	
	Equipment and expenses*	1.00	\$65.00	Each	0%	\$65.00	
						TASK 5.1(a.)SUBTOTAL	\$888
	*Note: equipment and expenses do not include laboratory costs for analysis of samples						
5.1(b)	1 Full Day (8 hours) on-site						
	QSD (Program Manager)	0.50	\$145.00	Hour	0%	\$72.50	
	Staff Scientist	12.00	\$85.00	Hour	0%	\$1,020.00	
	Vehicle Flat Rate	1.00	\$70.00	Day	0%	\$70.00	
	Equipment and expenses	1.00	\$65.00	Each	0%	\$65.00	
						TASK 5.1(b.) SUBTOTAL	\$1,228
5.1(c)	1 Week (40 hours) On-site						
	QSD (Program Manager)	3.00	\$145.00	Hour	0%	\$435.00	
	Staff Scientist	60.00	\$85.00	Hour	0%	\$5,100.00	
	Vehicle Flat Rate	1.00	\$70.00	Day	0%	\$70.00	
	Equipment and expenses	4.00	\$65.00	Each	0%	\$260.00	
						TASK 5.1(c.) SUBTOTAL	\$5,865
6	Quarterly Report Preparation						
	QSD (Program Manager)	2.00	\$145.00	Hour	0%	\$290.00	
	Staff Scientist	7.50	\$85.00	Hour	0%	\$637.50	
	Graphics	1.00	\$75.00	Hour	0%	\$75.00	
						TASK 6 SUBTOTAL	\$1,003
7	Annual Report Preparation						
	QSD (Program Manager)	5.00	\$145.00	Hour	0%	\$725.00	
	Staff Scientist	40.00	\$85.00	Hour	0%	\$3,400.00	
	Graphics	3.00	\$75.00	Hour	0%	\$225.00	
						TASK 7 SUBTOTAL	\$4,350
8	Electronic Filing						
	Staff Scientist	1.00	\$85.00	Upload	0	\$85.00	
						TASK 8 SUBTOTAL	\$85
9	Water Quality Technical Reports						
	QSD (Program Manager)	8.00	\$145.00	Hour	0%	\$1,160.00	
	QSP (Licensed Engineer/Geologist)	16.00	\$125.00	Hour	0%	\$2,000.00	
	Staff Scientist	40.00	\$85.00	Hour	0%	\$3,400.00	
	Graphic Services	14.00	\$75.00	Hour	0%	\$1,050.00	
						TASK 9 SUBTOTAL	\$7,610
10	CAL TRANS Water Pollution Control Plans-Development						
	QSD (Program Manager)	4.00	\$145.00	Hour	0%	\$580.00	
	Project Manager	8.00	\$115.00	Hour	0%	\$920.00	
	Staff Scientist	40.00	\$85.00	Hour	0%	\$3,400.00	
	Graphic Services	8.00	\$75.00	Hour	0%	\$600.00	
						TASK 10 SUBTOTAL	\$5,500

PROJECT SCOPE OF WORK
Project No. 000?
[To be prepared for each project.]

1. Except as hereinafter provided, the services provided by the Consultant under this Project Scope of Work (hereinafter referred to as "P.S.W.") shall be subject to the terms and conditions set forth in the Professional Design Services Master Agreement made and entered into by and between the County of Stanislaus ("County") and [Company Name] ("Contractor"), on [Insert Date], 2011.
2. The Consultant shall provide services under the Master Agreement and this P.S.W. as set forth in the Master Agreement Exhibits A and B and/or the Consultant's Proposed Project Scope of Work dated [Insert Date], 2011, attached hereto as Exhibit 1 and, by this reference, made a part hereof.
3. Consultant will be compensated for the services described herein in accordance with the Section 2.0 of the Master Agreement. The maximum amount to be paid by the County for services provided under this P.S.W. shall not exceed \$?00,000, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this P.S.W.
4. The term of this P.S.W shall commence as stated in the Project Notice to Proceed and continue until all services described herein are completed, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Consultant's services described herein shall be performed in strict compliance with the Project Schedule approved by County as set forth in Exhibit 2, attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have caused this Project Scope of Work, Project No. 000? to be executed by and through their respective authorized officers:

COUNTY OF STANISLAUS

CONSULTANT

By: _____
Matt Machado, Director
Department of Public Works

By: _____
Name & Title

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: _____
Thomas E. Boze
Deputy County Counsel

STANISLAUS COUNTY
PROFESSIONAL DESIGN SERVICES MASTER AGREEMENT
March 1, 2011 to March 1, 2013

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 WGR Southwest, Inc., hereinafter referred to as "Consultant".

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

1.0 PROFESSIONAL SERVICES TO BE PROVIDED BY CONSULTANT

1.1. Scope of Services: Consultant shall provide the professional services described in the County's Request for Proposal ("RFP") attached hereto as Exhibit "A" and incorporated herein by reference and Consultant's Response to County's RFP (the "Response"). A copy of said Response is attached hereto as Exhibit "B" and incorporated herein by this reference. Each project added to and to be performed under this Agreement shall be separately approved by the parties. Each project where the cost of services does not exceed \$100,000 shall be approved by purchase order issued by the County Purchasing Agent or designee; projects greater than \$100,000 shall be approved by resolution of the Board of Supervisors for the County.

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 agrees 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.

1.8. Covenant Against Contingent Fees. Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant; to solicit or secure this agreement; and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, the local agency shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

2.0 COMPENSATION AND BILLING

2.1. Compensation. For each task or project let under this Agreement 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 will be compensated on a time and materials basis, based on the hours worked by the Consultant's employees or subcontractors at

the hourly rates specified in the Fee Schedule. Fee Schedule rates shall include direct salary costs, employee benefits, and overhead. The rates stated in the Fee Schedule are not adjustable during the term of this Agreement. Consultant's compensation under this Master Agreement shall in no case exceed One Hundred Thousand Dollars (\$100,000). The County may retain ten percent of all periodic or progress payments made to the Consultant until completion and acceptance of all work tasks and County shall have right to withhold payment from Consultant for any unsatisfactory service until such time service is performed satisfactorily.

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 and specified in each Project Scope of Work unless the County or the Project Manager for the 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 for each separately approved Project. Said services shall be performed in strict compliance with the Project Schedule approved by County as set forth in each Project Scope of Work. Each 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 for a period of twenty-four (24) months, or until all work on each Project let during the 24 month period 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, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. If Consultant normally carries insurance in an amount greater than the minimum amount listed below, that greater amount shall become the minimum required amount of insurance for purposes of this Agreement. The insurance listed below shall have a retroactive date of placement prior to, or coinciding with, the date services are first provided that are governed by the terms of this Agreement:

- (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 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 of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers as additional insureds for at least three years after the completion of the work to be performed under this Agreement, but, to the extent that any insurance issued to Consultant in effect after the expiration of three years provides additional insured coverage to parties Consultant agreed in writing to name as an additional insured, then Consultant shall have the obligation under this contract to obtain such additional insured coverage for the County, under any and all policies Consultant has 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) Ongoing 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 of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers. Any insurance or self-insurance maintained by the County of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers 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. Any and all insurances cared by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract.

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, directors, officials, agents, employees, volunteers and representatives (collectively, "Indemnitee") 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, (collectively, "losses") 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. These indemnification obligations shall not be limited by any assertion or finding that (1) the person or entity indemnified is liable by reason of non-delegable duty, or (2) the losses were caused in part by the negligence of, breach of contract by, or violation of law by Indemnitee. Nothing in this Agreement, including the provisions of this paragraph, shall constitute a waiver or limitation of any rights which Indemnitee may have under applicable law, including without limitation, the right to implied indemnity.

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 and as limited in section 2782.8 of the California Civil Code. This duty to defend arises immediately when such claim is made and shall be independent of any finding of negligence and shall arise regardless of any claim or assertion that Indemnitee caused or contributed to the Losses. Consultant shall provide legal counsel acceptable to the County.

6.3. Duty to Cooperate: Each party shall notify the other party within ten (10) days 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.

6.5. The foregoing provisions in this section "Indemnification" shall survive the term and termination of 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: John M. Teravskis
- b. Lead/Manager: John M. Teravskis

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: Linda Allsop, Contracts Administration
1716 Morgan Road
Modesto, California 95358
Phone: (209) 525-4157
Fax: (209) 541-2506

If to Consultant:

WGR Southwest, Inc.
Attn: John M. Teravskis
315 W Pine Street, #8
Lodi, CA 95240-2047
Phone: (209) 334-5363
Fax: (209) 334-5374

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 exists by reason of this Agreement.

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.

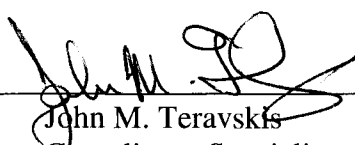
7.24. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

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

COUNTY OF STANISLAUS

WGR SOUTHWEST, INC.

By: 
Matt Machado, Director
Department of Public Works

By: 
John M. Teravskis
Compliance Specialist

APPROVED AS TO FORM:

John P. Doering
County Counsel

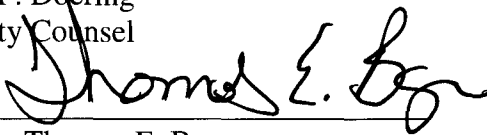
By: 
Thomas E. Boze
Deputy County Counsel

EXHIBIT A
Master Agreement

COUNTY'S REQUEST FOR PROPOSAL



STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS

NOTICE OF REQUEST FOR QUALIFICATIONS
AND
REQUEST FOR PROPOSALS

**PREPARATION OF STORM WATER POLLUTION
PREVENTION PLAN (SWPPP) SERVICES**

The Stanislaus County Public Works Department (County) is soliciting a letter of interest (LOI) and statement of qualifications (SOQ) from consultants with a listing and description of representative work that is similar to the proposed work identified in the project description and scope of work in this request for qualifications.

Stanislaus County Department of Public Works is also requesting proposals from qualified consultants to provide services for the preparation of Storm Water Pollution Prevention Plans (SWPPPs) for various County projects. The County is seeking up to three (3) qualified consultants to enter into Master Agreements with Stanislaus County over a period of 2 years, with options to renew the agreement, to perform and coordinate tasks associated with the requested services for various County projects.

If you wish to be considered to be included on the County consultant list for this work, please submit three copies of your Letter of Interest, Statement of Qualifications, and Proposal (The Proposal shall be submitted in a separate sealed envelope than the LOI and SOQ.) to this office by 5:00 p.m., Friday, November 19, 2010 to:

Ms. Aja Verburg, P.E.
Stanislaus County Department of Public Works
1716 Morgan Road
Modesto, CA 95358

A copy of the Request for Qualifications and Request for Proposal is available for viewing on the Valley Reprographics website at www.valleyreproplanroom.com. Paper copies can be purchased by calling Valley Reprographics at (209) 338-0801.

All questions must be submitted in writing. Please send all questions regarding this RFQ/RFP in writing via email to Aja Verburg at aja.verburg@stancounty.com or fax to (209) 525-4188. The deadline to submit questions is 5:00 p.m. on Wednesday, November 10, 2010. Addendums, if necessary, will be posted on the Valley Reprographics website. The last day to issue an addendum is 5:00 p.m. on Friday, November 12, 2010.



STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS

NOTICE OF REQUEST FOR QUALIFICATIONS
AND
REQUEST FOR PROPOSALS

**PREPARATION OF STORM WATER POLLUTION
PREVENTION PLAN (SWPPP) SERVICES**

The Stanislaus County Public Works Department (County) is soliciting a letter of interest (LOI) and statement of qualifications (SOQ) from consultants with a listing and description of representative work that is similar to the proposed work identified in the project description and scope of work in this request for qualifications.

The selection committee will evaluate all statements of qualifications submitted. However, submittal of the SOQ does not commit Stanislaus County Public Works Department to award a contract, to pay for any costs incurred in preparation or presentation of an SOQ, or to procure a contract for services. The selection considerations for evaluating the SOQ are included in this request following the "Contents and Requirements" section. Following evaluation of the SOQ, consultants may be subject to interviews.

Stanislaus County Department of Public Works is also requesting proposals from qualified consultants to provide services for the preparation of Storm Water Pollution Prevention Plans (SWPPPs) for various County projects. The County is seeking up to three (3) qualified consultants to enter into Master Agreements with Stanislaus County over a period of 2 years, with options to renew the agreement, to perform and coordinate tasks associated with the requested services for various County projects.

After the LOI and SOQ are reviewed and evaluated by county staff, Proposals (RFP) will be evaluated for the firms that the selection committee has determined are the most qualified to perform the work as described for the project.

PROJECT DESCRIPTION:

On July 1, 2010, the State Water Resources Control Board (SWRCB) revised requirements for the preparation and processing of SWPPPs. Stanislaus County is seeking qualified consultants with a high degree of understanding of new regulations concerning the SWPPP preparation and process. A potential consultant must be confident that they are capable of preparing and

submitting SWPPPs on behalf of the County in accordance with the new requirements and regulations.

SCOPE OF WORK:

Elements of work related to this project include, but are not limited, to the following:

Preparation of SWPPP's for various County projects including, but not limited to the following: bridge replacement/retrofit, road resurfacing, and road widening, to meet new requirements and regulations as required by the SWRCB (this may include any studies and testing that may be required as a supplement to SWPPP). When applicable, Stanislaus County's UDBE goal of 3.1% should be met.

If you wish to be considered to be included on the County consultant list for this work, please submit three copies of your Letter of Interest, Statement of Qualifications, and Proposal (The Proposal shall be submitted in a separate sealed envelope than the LOI and SOQ.) to this office by 5:00 p.m., Friday, November 19, 2010 to:

Ms. Aja Verburg, P.E.
Stanislaus County Department of Public Works
1716 Morgan Road
Modesto, CA 95358

SOQ CONTENTS AND REQUIREMENTS:

To simplify comparisons during evaluation, information submitted shall be listed in the order discussed in this request. The SOQ shall not exceed the maximum number of pages as shown below:

Item	Maximum No. of Pages
Cover Letter	1
Firm and Team Experience	2
Manager Resume	1
Back-up Manager Resume	1
Other Key Project Staff	2
Additional Information	3
Maximum Total No. of Pages	10 ¹

¹ Excluding detailed resumes included in an appendix and DBE/UDBE related forms, if applicable.

The objective of this request is to obtain an SOQ from interested consulting firms with demonstrated understanding and experience in the preparation of SWPPPs. Firms that are determined to be qualified for review of their submitted Proposal must demonstrate adequate resources to provide qualified consulting services for any future project of the described magnitude for the proposed contract duration.

The SOQ should be succinct. The submitted material should focus on technical content that demonstrates experience and understanding in SWPPP preparation, capability, and availability and commitment of the firm and its team. Elaborate or glossy SOQs are neither expected nor desired.

Each SOQ shall include the following information:

1. **Cover Letter:** A cover letter introducing the firm and SWPPP team that highlights key attributes of the project and the team's approach toward SWPPP preparation shall be included.
2. **Firm Experience:** The proposed firm experience shall include, at a minimum, experience preparing SWPPPS for various public works projects. For the prime consultant and any subconsultant firms, provide the following information:
 - a. Names of principals indicating experience, background, academic training, and where registered
 - b. Length of time in business
 - c. Office address(es) from which field services will be supported and percentage of work to be performed in each office
 - d. Facilities and manpower of office(s) in which work is to be performed
 - e. Listing of experience for five (5) completed projects similar to the Project, including type and fee of consulting services provided; type, size, and cost of facility constructed; completion date; and name, address, and phone number of knowledgeable owner/client representative
 - f. Key issues and challenges, and how they were resolved
 - g. Specialty areas addressed and subconsultant involvement
3. Provide an introduction to your project firm or team, identifying prime consultants(s) and any subconsultants, if any. Include an overall summary of your team's qualifications and why you believe it is well suited for this project.
4. Provide a team organization chart, identifying the proposed key personnel by name and firm (if more than one firm is involved).
5. For each key team member, state their proposed role on the project and provide a description of their relevant experience. Include at least three references (names, phone numbers and email addresses) for each key member involved in projects similar to this one. Key team members will be expected to remain on the project until completion. If changes in key personnel are needed, the changes must be made in consultation and with approval of County project staff. Describe any known availability limitations for key personnel.
6. Provide a minimum of three project descriptions that involved work similar to this project that was performed by your firm and each subconsultant. The project write-ups shall include a description of the projects and their outcomes, particular challenges

- encountered, client contact information, which key team members worked on the project, and what their roles were.
7. Provide information regarding your team's prim' job performance in meeting schedules and budgets for complex projects.
 8. Provide information regarding your team's knowledge and experience working with SWRCB regulations and SWPPP preparation.
 9. Attach detailed resumes for key staff members as an appendix to your proposal.
 10. There is a potential for some of the projects to be funded by federal funds from the U.S. Department of Transportation, so you are required to comply with the County's Disadvantaged Business Enterprise (DBE) Program in accordance with Title 49, Part 26 of the Code of Federal Regulations (CFR). You must take all necessary steps to ensure that DBEs have the opportunity to participate in the contract, as described in the following paragraphs.
 - a. To encourage equal opportunity, the County has specified a UDBE goal of 3.1%. The consultant firm must meet this UDBE goal or document an adequate Good Faith Effort (GFE) to meet the goal as outlined in the enclosed Consultant's UDBE Good Faith Effort Booklet.
 - b. If a Good Faith Effort is performed. it must be performed as part of your SOQ preparation; however the GFE documentation should **not** be submitted with the SOQ. The County will request GFE documentation submittal later in the process from the top ranked firm(s).

Manager and Back-up Manager:

The consultant's Manager directly responsible for and engaged in the execution of the required services, and on a day-to-day basis. The Back-up Manager is defined to be the individual within the prime consultant's firm who will serve as the substitute Manager in the event the Manager is not available for the Project. The Manager and Back-up Manager must be knowledgeable and experienced in all aspects of SWPPP preparation and execution, corresponding start up experience, and leadership skills as necessary to meet project objectives.

Manager and Back-up Manager shall have:

- Strong oral & written communication, organizational and problem solving skills

The SOQ shall include the following information demonstrating the Manager and Back-up Manager's knowledge, experience, and availability:

- Name and title, years of experience with the prime consultant's firm, and years of experience with other firms
- Education, degree, specializations
- Active professional registration, in what state, discipline

- Representative experience for not more than five (5) recently completed projects similar in scope, size, and complexity to the Project. In addition, provide information on all projects that are currently in progress to which the Manager is committed:
 - Owner, project description (including size), location and completion date. If project is in progress, provided estimated completion date and level of commitment.
 - Name, address and phone number of knowledgeable owner/client's representative
 - Consultant services for which the individual was directly responsible; service/functions directly performed by individual (not just job title)
 - Firm with which the individual was employed during project experience

SOQ Scoring and Evaluation Criteria

Criteria	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score
1. Composition of the proposed team (professional and technical level personnel of the prime and subconsultants) to fulfill the requirements of the Scope of Work in the RFQ.	3.0		
2. Experience of the Project Manager.	2.0		
3. Education and experience of the key personnel to be assigned.	2.0		
4. <ul style="list-style-type: none"> • Availability of the Project Manager and the proposed team. • Accessibility to the County and ability to respond to County requirements. 	1.0		
5. Nature of completed relevant projects. All relevant experience should include state, federal and local projects	2.0		
		Total	

Fail (0 points): Zero (0) points are given when the category being evaluated is nonresponsive.

Below Average (1 - 4 points) One (1) to four (4) points are awarded to responses that are considered to be minimally acceptable.

Average (5 points) Five (5) points are awarded if qualifications fully satisfy the requirement.

Above Average (6 - 9 points) Six (6) points to nine (9) points are awarded if qualifications more than satisfy the requirement and experience specifically applies to the project under consideration.

Exceptional (10 points) Ten (10) points are awarded if a firm's qualifications far exceed those required. Scores of ten (10) points generally are infrequent.

This scoring system is provided as a guideline for evaluating Statements of Qualifications that are submitted in response to a Request for Qualifications and for evaluating consultant proposals. All relevant experience will be considered equally.

PROPOSAL REQUIREMENTS

Three copies of your proposal must be submitted to the County. Please include with the proposal, in a **SEPARATE, SEALED ENVELOPE**, your fee proposal. The fee proposal must separate the project into functional tasks and provide the associated fees (not to exceed amount) that define the work to be accomplished. The fee proposal shall include hourly rates for staff and a lump sum cost or preparing SWPPPs. Sub-consultant fees must be clearly indicated (if applicable). A sample fee proposal is attached for reference.

The successful firm shall be required to enter into a Professional Design Services Agreement with Stanislaus County for the work to be performed. A sample design services agreement is included with this Request for Proposal. The consultant shall state in the submitted proposal that the firm has reviewed the Sample Professional Design Services Agreement and will meet all of the terms and conditions if selected by the County for the requested services.

The proposals will be evaluated, at a minimum, based on the following:

1. Understanding of the Work to be Performed
2. Experience with Similar Projects
3. Qualifications and Availability of Staff
4. Project Schedule
5. Familiarity with State and Federal Procedures
6. Demonstrated Technical Ability
7. Demonstration of Professional and Financial Responsibility
8. References

The proposals will be reviewed shortly after the closing date for submittal of proposals. Those firms believed to be the most qualified, based on their proposal, may be subject to an interview.

The County has established an Underutilized Disadvantaged Business Enterprise (UDBE) goal of 3.1 percent for projects with an overall Disadvantaged Business Enterprise (DBE) goal of 3.6 percent. Information regarding UDBE can be found in the attached "Notice to Proposers Disadvantaged Business Enterprise Information," of this Request for Proposal (RFP).

A copy of this Request for Qualifications and Request for Proposal is available for viewing on the Valley Reprographics website at www.valleyreproplanroom.com. Paper copies can be purchased by calling Valley Reprographics at (209) 338-0801.

All questions must be submitted in writing. Please send all questions regarding this RFP in writing via email to Aja Verburg at aja.verburg@stancounty.com or fax to (209) 525-4188. The deadline to submit questions is 5:00 p.m. on Wednesday, November 10, 2010. Addendums, if necessary, will be posted on the Valley Reprographics website. The last day to issue an addendum is 5:00 p.m. on Friday, November 12, 2010.

PROJECT SCHEDULE:

The anticipated milestones for this project are as follows:

MILESTONE	DATE
LOI/SOQs/Proposals Due	November 19, 2010
Select Qualified Consultants for Proposal Review	November 22, 2010
Consultant Interviews (if applicable)	November 23, 2010
Award SWPPP Master Agreement Contract	December 21, 2010

ATTACHMENTS TO RFQ/RFP:

1. Notice to Proposers Disadvantaged Business Enterprise Information
2. Exhibit 10-O1 & 10-O2
3. Prompt Payment of Withheld Funds to Subcontractors
4. Sample Fee Proposal
5. Sample Design Services Agreement



DEPARTMENT OF PUBLIC WORKS

Matt Machado, PE
Director

Laurie Barton, PE
Deputy Director, Engineering/Operations

Diane Haugh
Assistant Director, Business/Finance

1716 Morgan Road, Modesto, CA 95358
Phone: 209.525.4130 Fax: 209.525.4120

Email: publicworks@stancounty.com
www.stancounty.com/publicworks

**NOTICE TO PROPOSERS
DISADVANTAGED BUSINESS ENTERPRISE
INFORMATION**

The County of Stanislaus has established an Annual Anticipated DBE Participation Level (AADPL) of 3.6% with a Underutilized DBE goal of 3.1% (race conscious) and a DBE Goal of 0.5% (race neutral) for this Agreement.

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term “Underutilized Disadvantaged Business Enterprise” or “UDBE.” DBE classes that have been determined in the 2007 Caltrans Disparity Study to have a statistically significant disparity in their utilization in previously awarded transportation contracts. UDBEs include: African Americans, Native Americans, Asian-Pacific Americans, and Women.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer shall not discriminate

on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF UDBE AND DBE INFORMATION

If there is a UDBE goal on the contract, a "Local Agency Proposer UDBE Commitment (Consultant Contract)" (Exhibit 10-O1) form shall be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. Only UDBE participation will be counted towards the contract goal; however, all DBE participation shall be collected and reported.

A "Local Agency Proposer DBE Information (Consultant Contract)" (Exhibit 10-O2) form shall be included with the Request for Proposal. The purpose of the form is to collect data required under 49 CFR 26. For contracts with UDBE goals, this form collects DBE participation by DBEs owned by Hispanic American and Subcontinent Asian Americans males (persons whose origin are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal or Sri Lanka). For contracts with no goals, this form collects information on all DBEs, including UDBEs. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A UDBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a UDBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by UDBE subcontractors, suppliers or trucking companies.

3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subcontractor for each portion of work as defined in their proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- G. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Proposer may call (916) 440-0539 for web or download assistance.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program web site at: <http://www.dot.ca.gov/hq/bep/>.
 - Click on the link in the left menu titled *Disadvantaged Business Enterprise*
 - Click on *Search for a DBE Firm* link
 - Click on *Access to the DBE Query Form* located on the first line in the center of the page
 - Searches can be performed by one or more criteria
 - Follow instructions on the screen
- C. How to Obtain a List of Certified DBEs without Internet Access

D. DBE Directory: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBEs may be ordered at: <http://caltrans-opac.ca.gov/publicat.htm>

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBE, PURCHASES WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any Supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not UDBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

7. FOR DBE TRUCKING COMPANIES: CREDIT FOR DBES WILL COUNT TOWARDS DBE CREDIT, AND IF A DBE IS A UDBE, CREDIT WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Agreement, and there cannot be a contrived arrangement for the purpose of meeting the UDBE goal.
- B. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Agreement.
- C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
- D. The DBE may lease trucks from another DBE firm including an owner-operator who is certified as a DBE. A DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
- E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. A DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. A DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
- F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

EXHIBIT 10-O1 Local Agency Proposer UDBE Commitment (Consultant Contracts)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

LOCAL AGENCY: _____ LOCATION: _____

PROJECT DESCRIPTION: _____

PROPOSAL DATE: _____

PROPOSER'S NAME: _____

CONTRACT UDBE GOAL (%): _____

WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a UDBE)	UDBE CERT NO. AND EXPIRATION DATE	NAME OF EACH UDBE (Must be certified at the time proposals are due - include UDBE address and phone number)	PERCENT PARTICIPATION OF EACH UDBE

<p>For Local Agency to Complete:</p> <p>Local Agency Proposal Number: _____</p> <p>Federal-Aid Project Number: _____</p> <p>Federal Share: _____</p> <p>Proposal Date: _____</p> <p>Local Agency certifies that the UDBE certifications have been verified and all information is complete and accurate/unless noted otherwise.</p> <p>_____ Print Name Local Agency Representative</p> <p>_____ Signature</p> <p>_____ Date</p> <p>(Area Code) Telephone Number: _____</p>	<p>Total Claimed UDBE Commitment _____ %</p> <p>_____ Signature of Proposer</p> <p>_____ Date (Area Code) Tel. No.</p> <p>_____ Person to Contact (Please Type or Print)</p> <p>Local Agency Proposer UDBE Commitment (Consultant Contracts) (Rev 6/27/09)</p>
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Distribution: (1) Original - Local agency files

**INSTRUCTIONS – LOCAL AGENCY PROPOSER UDBE COMMITMENT
(CONSULTANT CONTRACTS)**

ALL PROPOSERS:

PLEASE NOTE: It is the proposer's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) African Americans; 2) Asian-Pacific Americans; 3) Native Americans; 4) Women. This information must be submitted with your proposal. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive.

A "UDBE" is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: African Americans, Native Americans, Asian-Pacific Americans, or Women.

The form requires specific information regarding the consultant contract: Local Agency, Location, Project Description, Proposal Date, Proposer's Name, and Contract UDBE Goal.

The form has a column for the Work Item Number and Description or Services to be subcontracted to UDBEs (or performed if the proposer is a UDBE). The UDBE prime contractors shall indicate all work to be performed by UDBEs including work to be performed by its own forces, if a UDBE. The UDBE shall provide a certification number to the Consultant and notify the Consultant in writing with the date of decertification if their status should change during the course of the contract. Enter UDBE prime consultant and subconsultant certification numbers. The form has a column for the Names of certified UDBEs to perform the work (must be certified on the date proposals are due and include UDBE address and phone number).

There is a column for the percent participation of each UDBE. Enter the Total Claimed UDBE Participation percentage of items of work submitted with proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See "Notice to Proposers Disadvantaged Business Enterprise Information," (Exhibit 10-I) to determine how to count the participation of UDBE firms. **Note:** If the proposer has not met the contract goal, the local agency must evaluate the proposer's good faith efforts to meet the goal in order to be considered for award of the contract.

Exhibit 10-01 must be signed and dated by the consultant submitting the proposal. Also list a phone number in the space provided and print the name of the person to contact.

For the Successful Proposer only, local agencies should complete the Proposal Number, Federal-aid Project Number, Federal Share, and Proposal Date fields and verify that all information is complete and accurate before filing.

EXHIBIT 10-02 Local Agency Proposer DBE Information (Consultant Contracts)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM				
LOCAL AGENCY: _____		LOCATION: _____		
PROJECT DESCRIPTION: _____				
TOTAL CONTRACT AMOUNT (\$): _____				
PROPOSER'S NAME: _____				
WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified at the time proposals are due - include DBE address and phone number)	DOLLAR AMOUNT OF EACH DBE
For Local Agency to Complete:			Total Claimed DBE Participation \$ _____ _____ %	
Local Agency Contract Number: _____ Federal-Aid Project Number: _____ Federal Share: _____ Contract Award: _____			_____ Signature of Proposer _____ Date (Area Code) Tel. No.	
Local Agency certifies that the DBE certifications have been verified and all information is complete and accurate.				
_____ Print Name Local Agency Representative	_____ Signature	_____ Date		
(Area Code) Telephone Number: _____				
For Caltrans Review:			_____ Person to Contact (Please Type or Print)	
_____ Print Name Caltrans District Local Assistance Engineer			_____ Signature	
_____ Date			Local Agency Proposer DBE Information (Consultant Contracts) (Rev 6/27/09)	

Distribution: (1) Copy - Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days after contract execution.
 Failure to send a copy to the DLAE within 15 days after contract execution may result in deobligation of funds for this project.
 (2) Original - Local agency files

**INSTRUCTIONS - LOCAL AGENCY PROPOSER DBE INFORMATION
(CONSULTANT CONTRACTS)**

SUCCESSFUL PROPOSER:

The form requires specific information regarding the consultant or other contract: Local Agency, Location, Project Description, Total Contract Amount, Proposal Date, and successful Proposer's Name.

The form has a column for the Work Item Number and Description or Services to be Subcontracted to DBEs. The prime consultant shall indicate all work to be performed by DBEs including, if the prime consultant is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the prime consultant. Enter DBE prime consultant's and subconsultant's certification number. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on or before the proposals are due and include DBE address and phone number).

Enter the Total Claimed DBE Participation dollar amount of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe exact portion of time to be performed by the DBE.) See "Notice to Proposers Disadvantaged Business Enterprise Information," (Exhibit 10-I) to determine how to count the participation of DBE firms.

Exhibit 10-O2 must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Contract Number, Federal-aid Project Number, Federal Share, and Contract Award fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the deobligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

Exhibit 10-P Nonlobbying Certification For Federal-Aid Contracts

The prospective participant certifies by signing and submitting this proposal/bid to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his/her proposal/bid that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

(Attachment)

Prompt Payment of Withheld Funds to Subcontractors

Federal regulation (49 CFR 26.29) requires one of the following three methods be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor.

Please check the box of the method chosen by the local agency to ensure prompt and full payment of any retainage.

- Method 1:** No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
- Method 2:** No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
- Method 3:** The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

SAMPLE FEE PROPOSAL

TASK	ESTIMATED HOURS							TOTAL HOURS
	Principal	Project Manager	Office Staff I	Office Technician I	Office Technician II	Office Assistant II	Administrative	
	\$170	\$150	\$150	\$135	\$90	\$90	\$50	
Task 01	5	0	0	0	15	7	2	29
Task 02	6		5		12	6	2	31
Task 03	2	20	10	24	0	0	2	58
Task 04	4	20	10	24	0	0	2	60
Task 05	1	0	0	12	0	0	2	15
Total Hours:	18	40	25	60	27	13	10	193
Total Fees:	\$3,060	\$6,000	\$3,750	\$8,100	\$2,430	\$1,170	\$500	\$25,010

Subconsultant A Fixed Fee: \$4,000

Subconsultant B Fixed Fee: \$2,000

TOTAL PROJECT FEES (NOT TO EXCEED): \$31,010

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 ~~INSERT CONSULTANT'S NAME~~, 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

SAMPLE

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 Insert Amount – spelled out and (\$)

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.

SAMPLE

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

SAMPLE

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

SAMPLE

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

SAMPLE

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 (3) 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

SAMPLE

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.

SAMPLE

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: _____; and
- b. Lead/Manager: _____

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:
1716 Morgan Road
Modesto, California 95358

If to Consultant:

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

SAMPLE

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 exists by reason of this Agreement.

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.

SAMPLE

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

SAMPLE

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 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

INSERT NAME OF COMPANY

By: _____
Matt Machado, Director
Department of Public Works

By: _____
(Insert Name)
(Insert Title)

Approved: BOS Resolution # _____
Dated: _____

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: _____
Thomas E. Boze
Deputy County Counsel

SAMPLE

EXHIBIT A

COUNTY'S REQUEST FOR PROPOSAL

SAMPLE

EXHIBIT B

CONSULTANT'S RESPONSE TO COUNTY'S REQUEST FOR PROPOSAL

SAMPLE

EXHIBIT C

CONSULTANT'S FEE SCHEDULE

SAMPLE

EXHIBIT D

PROJECT SCHEDULE



DEPARTMENT OF PUBLIC WORKS

Matt Machado, PE
Director

Laurie Barton, PE
Deputy Director, Engineering/Operations

Diane Haugl
Assistant Director, Business/Finance

1716 Morgan Road, Modesto, CA 95350
Phone: 209.525.4130 Fax: 209.525.4120

Email: publicworks@stancounty.com
www.stancounty.com/publicworks

ADDENDUM NO. 1

REQUEST FOR QUALIFICATIONS

AND

REQUEST FOR PROPOSALS

**PREPARATION OF STORM WATER POLLUTION PREVENTION PLAN
SERVICES**

STANISLAUS COUNTY

DATE: NOVEMBER 5, 2010

SOQS/PROPOSALS DUE: NOVEMBER 19, 2010; 5:00 PM

Page 1 of 2

**ADDENDUM NO. 1
REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSALS
PREPARATION OF STORM WATER POLLUTION PREVENTION PLAN SERVICES
FOR SOQS/PROPOSALS DUE NOVEMBER 19, 2010; 5:00 PM
DATE: NOVEMBER 5, 2010**

TO ALL PROPOSERS:

THE FOLLOWING CHANGES AND ADDITIONS ARE HEREBY MADE A PART OF THE REQUEST FOR QUALIFICATIONS AND REQUEST FOR PROPOSAL DOCUMENTS AND SHALL BE USED IN PREPARATION OF THE STATEMENT OF QUALIFICATIONS AND PROPOSALS SUBMITTED FOR THE WORK. PROPOSER SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE PROPOSAL.

RESPONSE TO INQUIRIES

1. *It states that some of the projects may be federally funded and we are required to comply with the County's Disadvantaged Business Enterprise or take all necessary steps to ensure that DBEs have the opportunity to participate in this contract. For our firm, we are not a registered DBE, and for the preparation of a SWPPP, we would be the prime consultant and not require any subconsultants. Thus, we are not able to comply with the DBE goal of 3.1%. Does this preclude us from being awarded a contract by the County?*

RESPONSE: The overall DBE Goal is 3.6% which includes a UDBE goal of 3.1%. Per Section 3 - Submission of UDBE and DBE Information of the Notice to Proposers Disadvantaged Business Enterprise Information included as an attachment to the Notice of RFQ/RRP:

"In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. Only UDBE participation will be counted towards the contract goal; however, all DBE participation shall be collected and reported."

The DBE and UDBE goal is a requirement for both federally funded projects, as well as all County Projects. This is to encourage proposers to solicit a portion of the project's work with UDBE firms through by hiring them as a subconsultant to complete a portion of the project's work or by purchasing materials or supplies from UDBE firms, even if the prime contractor can perform such services. As the prime, you are encouraged to share part of your tasks and/or scope of work with UDBEs firms, in accordance with the UDBE and DBE Information of the Notice to Proposers Disadvantaged Business Enterprise Information. Documentation of adequate good faith efforts for solicitation of a portion of the project's work to a UDBE firm are required if the UDBE goal is not met. Adequate documentation of solicitation may be phone logs, letters, email contacting UDBE firms for services, as well as services quotes or a UDBE firm's response not to submit a quote for requested services, etc. Please visit <http://www.dot.ca.gov/ucp/GetLicenseForm.do> for more information on UDBEs for all types of services that may be applicable to the scope of work, for example: printing services. If UDBE forms are contacted, but are not used for services requested, adequate documentation for justification of not using the UDBE firm for services shall be submitted.

If you meet these requirements, you will not be precluded from being awarded a contract with the County.



DEPARTMENT OF PUBLIC WORKS

Matt Machado, PE
Director

Laurie Barton, PE
Deputy Director, Engineering/Operations

Diane Haugl
Assistant Director, Business/Finance

1716 Morgan Road, Modesto, CA 95358
Phone: 209.525.4130 Fax: 209.525.4120

Email: publicworks@stancounty.com
www.stancounty.com/publicworks

ADDENDUM NO. 2

REQUEST FOR QUALIFICATIONS

AND

REQUEST FOR PROPOSALS

**PREPARATION OF STORM WATER POLLUTION PREVENTION PLAN
SERVICES**

STANISLAUS COUNTY

DATE: NOVEMBER 10, 2010

SOQS/PROPOSALS DUE: NOVEMBER 24, 2010; 5:00 PM

Page 1 of 2

**ADDENDUM NO. 2
REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSALS
PREPARATION OF STORM WATER POLLUTION PREVENTION PLAN SERVICES
FOR SOQS/PROPOSALS DUE NOVEMBER 24, 2010; 5:00 PM
DATE: NOVEMBER 10, 2010**

TO ALL PROPOSERS:

THE FOLLOWING CHANGES AND ADDITIONS ARE HEREBY MADE A PART OF THE REQUEST FOR QUALIFICATIONS AND REQUEST FOR PROPOSAL DOCUMENTS AND SHALL BE USED IN PREPARATION OF THE STATEMENT OF QUALIFICATIONS AND PROPOSALS SUBMITTED FOR THE WORK. PROPOSER SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE PROPOSAL.

CLARIFICATIONS

1. The deadline to submit questions regarding this RFP is 5:00 p.m. on Wednesday, November 17, 2010. The last day to issue an addendum is 5:00 p.m. on Friday, November 19, 2010. The Letter of Interest, Statement of Qualifications, and Proposal are due by 5:00 p.m., Wednesday, November 24, 2010.

REASON FOR CLARIFICATION: Changes have been made to the submittal date for the last day for questions, last day to issue an addendum, and due date for Letter of Interest, Statement of Qualifications, and Proposal.



DEPARTMENT OF PUBLIC WORKS

Matt Machado, PE
Director

Laurie Barton, PE
Deputy Director, Engineering/Operations

Diane Haugh
Assistant Director, Business/Finance

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ADDENDUM NO. 3

REQUEST FOR QUALIFICATIONS

AND

REQUEST FOR PROPOSALS

**PREPARATION OF STORM WATER POLLUTION PREVENTION PLAN
SERVICES**

STANISLAUS COUNTY

DATE: NOVEMBER 19, 2010

SOQS/PROPOSALS DUE: NOVEMBER 24, 2010; 5:00 PM

Page 1 of 8

**ADDENDUM NO. 3
REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSALS
PREPARATION OF STORM WATER POLLUTION PREVENTION PLAN SERVICES
FOR SOQS/PROPOSALS DUE NOVEMBER 24, 2010; 5:00 PM
DATE: NOVEMBER 19, 2010**

TO ALL PROPOSERS:

THE FOLLOWING CHANGES AND ADDITIONS ARE HEREBY MADE A PART OF THE REQUEST FOR QUALIFICATIONS AND REQUEST FOR PROPOSAL DOCUMENTS AND SHALL BE USED IN PREPARATION OF THE STATEMENT OF QUALIFICATIONS AND PROPOSALS SUBMITTED FOR THE WORK. PROPOSER SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE PROPOSAL.

INQUIRIES AND RESPONSES

- 1) Does the county want the consultant to only prepare a SWPPP (i.e. just the document for the respective project)? Does the county want the consultant to prepare the PRDs?

RESPONSE: The County is requesting that the Consultant prepare both the Permit Registration Documents (PRDs) and the SWPPP for the respective project.

- 2) Risk determination is necessary prior to preparing site specific SWPPP. Does the county want the consultant to implement the Risk Levels 1, 2 or 3 monitoring and reporting requirements associated with the SWPPP?

RESPONSE: This RFQ/RFP does not include services for implementation for monitoring and reporting requirements specific to a County project prior to and during construction of the project. However, this service may be included as an alternate task with a cost included in the fee proposal, if the County determines that these services are needed. The consultant may include a fee schedule for additional/optional tasks for services not identified in the scope of the requested services for the RFP that are recommended based on experience and professional judgment.

- 3) What does the county mean in accordance with the new requirements and regulations (second page of LOI)? Are you referring to the new CGP or some other county regulation (MS4 permits).

RESPONSE: The County is referring to the new training requirements that, by September 2, 2011, individuals developing and revising SWPPPs must obtain certification as a Qualified Storm Water Pollution Plan Developer (QSD), effective July 1, 2010, in addition to the pre-requisite Certification requirements. Since QSP Certification is not required to prepare SWPPPs until September 2, 2011, it is not a requirement listed in the Notice of RFQ/RFP. However, the exception that the selected consultant must be certified by the State deadline, in addition to the pre-requisite Certification requirements required as of July 1, 2010.

**ADDENDUM NO. 3
REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSALS
PREPARATION OF STORM WATER POLLUTION PREVENTION PLAN SERVICES
FOR SOQS/PROPOSALS DUE NOVEMBER 24, 2010; 5:00 PM
DATE: NOVEMBER 19, 2010**

- 4) As indicated in the General Permit, all SWPPP's must be prepared by a Qualified SWPPP Preparer (QSP) starting on September 2, 2011. At this time (our firm) has not completed the requirements to become a certified QSP, but intends to do so prior to the State's September deadline. Before we spend the time and resources responding to your RFQ/RFP, can you let me know if the forthcoming QSP certification is a requirement for this project?

RESPONSE: Since QSP Certification is not required to prepare SWPPPs until September 2 2011, it is not a requirement in the Notice of RFQ/RFP. However the selected consultant must be certified by the State deadline of September 2, 2011, in order to perform work after that date. The SOQ and Proposal will be ranked based on the specified criteria. If a consultant firm already has staff that is QSP Certified, they may be scored as above average.

- 5) Can we consider the Cover Letter that is requested within the SOQ to also be the requested LOI?

RESPONSE: Yes, the cover letter submitted with the SOQ may also be the requested LOI.

- 6) To develop the proposal, is there a preferred project description, or shall we create a description of a typical county project (bridge replacement/retrofit, road resurfacing, road widening)? For example: a small bridge job with one BMP map may not be as time intensive as preparing several erosion control plans for a long roadway project with several BMP maps.) Is it ok to list different prices for SWPPPs based on different scenarios?

RESPONSE: There is no preferred project description. It is acceptable for the Consultant to provide a detailed fee schedule for different typical County project descriptions. Please note that consultant selection will be based on qualifications, not the fee proposal.

- 7) On page two, you indicate that the scope of work may include studies and testing. Are you referring to sampling per the New Permit? If so, would it be helpful to list other SWPPP services that we can provide?

RESPONSE: Yes, this is in reference to sampling per the new Permit. Refer to Response to Inquiry No. 2.

- 8) Since this is a restricted 10 page SOQ there appear to be many redundancies in the SOQ requirements. Item #2e (page 3) speaks of 5 project samples and Item #6 (page 3) speaks 3 project samples. Also the first bullet item on page 5 speaks of 5 project samples for the Manager and Back-up Manager. Do you want the project sample information located in multiple locations or is this a type-o?

RESPONSE: Provide project descriptions for a minimum of 3 projects (5 projects maximum). Each Item requests different information for described projects. It is not necessary to duplicate project information in multiple sections of the SOQ.

**ADDENDUM NO. 3
REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSALS
PREPARATION OF STORM WATER POLLUTION PREVENTION PLAN SERVICES
FOR SOQS/PROPOSALS DUE NOVEMBER 24, 2010; 5:00 PM
DATE: NOVEMBER 19, 2010**

- 9) Specific team members references are redundant: Item 5 (page 3): The key team members require three project references - name, phone, email. Then again, under title: Manager and Back-up Manager heading (page 4), the information requires "not more than five recently completed projects with name, address and contact information".

RESPONSE: Refer to Response to Inquiry No. 8.

- 10) The RFP's Scope of Work identified on page 2 is vague and doesn't address a specific project, however, the proposal asks for a fee proposal for specific work tasks. The sample fee proposal located in the Attachments of the RFP lists sample tasks and associated fees that can only be determined by a project specific review. How do you envision consultants submitting a fee proposal for projects that have not been identified at this time? There are many items that can affect the fee and schedule for a project. One such item from the new General Permit is the project's Risk Level. A Risk Level 3 site will generally cost more to prepare a SWPPP than a Risk Level 1 site.

RESPONSE: Refer to Response to Inquiry No. 6.

- 11) Please verify the SWPPP Consultant's role. Do you intend the selected SWPPP Consultant's role to be that of Qualified SWPPP Developer (QSD), and the project selected contractor be responsible for the role of Qualified SWPPP Practitioner (QSP). Or do you intend the selected SWPPP Consultant to be both the QSD and the QSP for each project?

RESPONSE: The Consultant selected will be responsible for developing the SWPPP or the role of the Qualified SWPPP Developer. The Contractor will be responsible for being the Qualified SWPPP Practitioner (QSP) or consulting the work to a QSP.

- 12) On page 2 of 7 of the RFQ/RFP it states SOQ shall not exceed 10 pages and provides a page count breakdown for requested content however, on page 3 of 7 under Firm Experience, a major of the requested information falls under this section and should be limited to 2 pages according to the table on page 2 of 7. Can we use the proposed SOQ layout below?

Cover Letter - 1
Technical Understanding/Approach - 4
Staffing Plan - 3
Project Experience - 2
Maximum Total number of pages – 10

RESPONSE: Yes, the proposed SOQ layout is acceptable. The SOQ Item format listed in the RFQ is a sample only. Please disregard the maximum number of pages listed for the Items on Page 2 of 7 of the Notice of RFQ/RFP. The SOQ shall not exceed 10 pages. The page limit for the SOQ is to encourage concise demonstration of the information requested in order to evaluate the SOQs based on the SOQ Scoring and Evaluation Criteria listed on Page 5 of 7 of the Notice of RFQ/RFP.

**ADDENDUM NO. 3
REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSALS
PREPARATION OF STORM WATER POLLUTION PREVENTION PLAN SERVICES
FOR SOQS/PROPOSALS DUE NOVEMBER 24, 2010; 5:00 PM
DATE: NOVEMBER 19, 2010**

13) Will Stanislaus County need assistance in preparing/performing Permit Registration Documents (PRDs)? PRD include:

- Pre-construction photo documentation;
- Prepare the Notice of Intent (NOI) application package;
- Prepare the risk assessment and site map PRDs;
- Upload all PRDs into SMARTS;
- Prepare the Annual Report;

- Prepare and conduct initial project specific storm water pollution prevention tailgate training;
- Prepare Rain Event Action Plan (REAP) if applicable;

RESPONSE: Refer to Response to Inquiry No. 1.

14) Will Stanislaus County need assistance conducting SWPPP Inspections, Monitoring and Sampling in compliance with Attachment D of the Construction General Permit and should this be included in the SOQ?

RESPONSE: Refer to Response to Inquiry No. 2.

15) Will Stanislaus need assistance completing the notice of termination for projects and should this be included in the SOQ?

RESPONSE: No, the County will not need assistance completing the Notice of Termination for projects.

16) Page 3, number 2 (e) asks for a list of five projects including a project description. Later, number 6 asks for three project descriptions. How many relevant project descriptions would you like to see listed in the submittal?

RESPONSE: Refer to Response to Inquiry No. 8.

17) Under "Proposal Requirements" Page 6 of the RFQ, it states that proposals will be evaluated based on 4. Project Schedule, but no where in the SOQ Contents Requirements does it discuss preparing a Schedule. Should there be a schedule submitted as part of the SOQ?

RESPONSE: No, a Project Schedule is not required to be submitted as part of the SOQ. A Project Schedule is required to be submitted with the Proposal. The consultant shall provide a typical schedule of anticipated turnaround time for the tasks proposed for the requested services.

**ADDENDUM NO. 3
REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSALS
PREPARATION OF STORM WATER POLLUTION PREVENTION PLAN SERVICES
FOR SOQS/PROPOSALS DUE NOVEMBER 24, 2010; 5:00 PM
DATE: NOVEMBER 19, 2010**

- 18) Also, to clarify, when the RFQ mentions "Proposal" is it referring to the fee proposal only, or does it also include a scope of work and schedule? If it does include a scope of work and schedule, is there a page limit for the proposal portion of the submittal?

RESPONSE: In the Notice of RFQ/RFP, "Proposal" is referring to the Proposal document, submitted by the Consultant in response to the RFP. The Proposal Requirements are included on Page 6 of 7 of the Notice of RFQ/RFP. The fee proposal is to be included with the Proposal in a separate sealed envelope. There is no page limit for the Proposal.

- 19) I have a question regarding your RFP and RFQ for SWPPP preparation. It states that a fee proposal, including lump sum and not-to-exceed amounts, is required. From our experience, we've found that costs can vary significantly project to project based on size, slopes, risk levels, presence of contaminated soils, etc. Without having a specific project to base the fee on, it seems impractical to place a blanket fee over any project since this could drastically underestimate or overestimate the cost. Of course our standard hourly rates can be supplied and would remain constant for any project. So, I suppose my question is, is a lump sum cost truly required?

RESPONSE: Refer to Response to Inquiry No. 6.

- 20) Do we need to include Exhibit 10-O1 or 10-O2 in the proposal?

RESPONSE: Yes, the Exhibit 10-O1 and Exhibit 10-O2 are required to be included in the Proposal. If the UDBE goal is not met for the Project, only consultants selected for the Master Agreement contract will be required to submit Good Faith Efforts documentation.

- 21) The RFQ states (p. 2) that the Proposal should be in a separate sealed envelope separate from the LOI/SOQ. It also states that we must include in our SOQ: approach, key personnel qualifications, firm experience, and project experience. However, on RFQ p. 6, it states that we also need to include this information in the Proposal. Do you want this same information repeated in both the LOI/SOQ and the Proposal?

RESPONSE: Yes, please provide the requested information in both the SOQ and Proposal as requested in the Notice of RFQ/RFP. A consultant's demonstration of knowledge of how they would handle different risk levels and their general knowledge of SWPPP preparation may be demonstrated in the Proposal.

- 22) What is the current scenario with respect to SWPPP services in the County of Stanislaus?

RESPONSE: Until July 2010, the contractor was responsible for preparation of the SWPPP for a County project.

- 22) What are the keys things expected in the proposal?

RESPONSE: Key items expected and requirements for the Proposal are outlined in Page 6 of 7 of the Notice of RFQ/RFP.

**ADDENDUM NO. 3
REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSALS
PREPARATION OF STORM WATER POLLUTION PREVENTION PLAN SERVICES
FOR SOQS/PROPOSALS DUE NOVEMBER 24, 2010; 5:00 PM
DATE: NOVEMBER 19, 2010**

23) Do you have any consulting firm in mind for this work? Could you let us know?

RESPONSE: No, the County has no consultant firm in mind for this work.

24) We need clarification on the SOQ contents and requirements section. You are asking for a lot of information with very short page limitations. Can you please provide clarification for the following sections. Under 2a. you are asking to introduce the principals but in Section 5 you ask us to introduce the team, role and experience. Under 2e. you are asking for a list of 5 similar projects, key issues, challenges and how resolved but under Section 6. you ask us to provide a minimum of 3 projects, including their outcome, challenges, etc. Are you looking for everything under Number 2, 3 and 4 be addressed in the Firm and Team Experience Section (2 Pages), including the organization chart?

RESPONSE: Refer to Response to Inquiry No. 8 and No. 12.

25) Is there a page limitation for the proposal?

RESPONSE: Refer to Response to Inquiry No. 12. IF the consultant feels it necessary to expand upon the firm's capabilities, there is room within the Proposal requested in the Notice of RFQ/RFP. Please be aware that conciseness and the ability to be clear and succinct will be valued by the judging committee.

26) Under proposal requirements you are asking for experience with similar projects and qualifications of staff. Should we list our projects and personnel again?

RESPONSE: Yes, the SOQ is a separate document than the Proposal. Refer to Response to Inquiry No. 21.

27) I have read the material you sent regarding the UDBE and UDE. It has been difficult trying to find a qualified DBE or UDBE who offers commercial or desktop publishing services. I have looked on the state database through the link you provide but could not find anyone local (from Lodi or Stockton) to perform the work we need to get done. I did find someone in Sacramento but they are to far away. Do you have any contacts that might be able to help (us) find a UDBE or UBE that we could use for publishing services?

RESPONSE: No, the County uses the same resources to identify UDBE firms for different services. If the UDBE goal is not met for the project, Exhibits 10-01 and 10-02 must still be completed and submitted with the Proposal. Only the selected consultant will be required to submit Good Faith Effort documentation.

ADDENDUM NO. 3

**REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSALS
PREPARATION OF STORM WATER POLLUTION PREVENTION PLAN SERVICES
FOR SOQS/PROPOSALS DUE NOVEMBER 24, 2010; 5:00 PM
DATE: NOVEMBER 19, 2010**

- 28) When invoicing the County for a SWPPP service is it necessary to provide a line item invoice based on the individual tasks performed (and related charges) or can we invoice for services rendered using a flat fee, not broken down by task?

RESPONSE: A line item invoice based on the individual tasks performed, including related charges, may be submitted to the County for all SWPPP services. Refer to Response to Inquiry No. 6. Alternatively, services for the preparation of SWPPPs may be billed/invoiced as a lump sum item.

- 29) Section 5.4 last sentence. Will a certificate of insurance be okay showing coverage amounts. (We) cannot provides copies of insurance policies, however the County can review them.

RESPONSE: A Certificate of Insurance is required from the consulted awarded the contract before the contract is executed, and is sufficient to show the coverage amounts. The consultant shall state in the submitted Proposal that the firm has reviewed the Sample Professional Design Services Agreement and will meet all of the terms and conditions id selected by the County for the requested services, including the insurance requirements. A copy of the insurance policies is not required to show coverage amounts for insurance,

- 30) Sections 6.1 (Indemnification) is it possible to modify some of the language. Sections 6.2 (Duty to Defend) (our firm) cannot accept this. As I understand are sections 6.1 and 6.2 being modified after our conversation today under state order 972.

RESPONSE: Yes, the County is working on amendments to the indemnity section of the Sample Design Services Agreement to be consistent with SB972. Attached is a copy of SB972, for your reference. The Agreement executed for this contract will include an amended indemnification section, consistent with SB972.

Senate Bill No. 972

CHAPTER 510

An act to amend Section 2782.8 of the Civil Code, relating to indemnity.

[Approved by Governor September 29, 2010. Filed with
Secretary of State September 29, 2010.]

LEGISLATIVE COUNSEL'S DIGEST

SB 972, Wolk. Indemnity: design professionals.

Existing law provides, for all contracts, and amendments to contracts, entered into on or after January 1, 2007, with a public agency for design professional services, all provisions, clauses, covenants, and agreements contained in, collateral to, or affecting these contracts, that purport to indemnify, including the cost to defend, the public agency by a design professional against liability for claims against the public agency, are unenforceable, except for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional.

This bill would provide, with respect to contracts and amendments to contracts entered into on or after January 1, 2011, with a public agency for design professional services, that all provisions, clauses, covenants, and agreements contained in, collateral to, or affecting these contracts or amendments to contracts that purport to require the design professional to defend the public agency under an indemnity agreement, including the duty and the cost to defend, are unenforceable, except for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The bill would provide that all contracts and all solicitation documents between a public agency and a design professional are deemed to incorporate these provisions by reference.

The people of the State of California do enact as follows:

SECTION 1. Section 2782.8 of the Civil Code is amended to read:

2782.8. (a) For all contracts, and amendments thereto, entered into on or after January 1, 2007, with a public agency for design professional services, all provisions, clauses, covenants, and agreements contained in, collateral to, or affecting any such contract, and amendments thereto, that purport to indemnify, including the duty and the cost to defend, the public agency by a design professional against liability for claims against the public agency, are unenforceable, except for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. This section shall not be waived

or modified by contractual agreement, act, or omission of the parties. Contractual provisions, clauses, covenants, or agreements not expressly prohibited herein are reserved to the agreement of the parties.

(b) All contracts and all solicitation documents, including requests for proposal, invitations for bid, and other solicitation documents, between a public agency and a design professional, are deemed to incorporate by reference the provisions of this section.

(c) For purposes of this section, the following definitions apply:

(1) "Public agency" includes any county, city, city and county, district, school district, public authority, municipal corporation, or other political subdivision, joint powers authority, or public corporation in the state. Public agency does not include the State of California.

(2) "Design professional" includes all of the following:

(A) An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.

(B) An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.

(C) An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.

(D) An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

(d) This section shall only apply to a professional service contract, or any amendment thereto, entered into on or after January 1, 2007.

(e) The amendments made to this section by the act adding this subdivision shall apply to services offered pursuant to a design professional contract, or any amendment thereto, entered into on or after January 1, 2011.

(f) Nothing in this section shall abrogate the provisions of Section 1104 of the Public Contract Code.

Senate Bill No. 972

CHAPTER 510

An act to amend Section 2782.8 of the Civil Code, relating to indemnity.

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This bill would provide, with respect to contracts and amendments to contracts entered into on or after January 1, 2011, with a public agency for design professional services, that all provisions, clauses, covenants, and agreements contained in, collateral to, or affecting these contracts or amendments to contracts that purport to require the design professional to defend the public agency under an indemnity agreement, including the duty and the cost to defend, are unenforceable, except for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The bill would provide that all contracts and all solicitation documents between a public agency and a design professional are deemed to incorporate these provisions by reference.

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or modified by contractual agreement, act, or omission of the parties. Contractual provisions, clauses, covenants, or agreements not expressly prohibited herein are reserved to the agreement of the parties.

(b) All contracts and all solicitation documents, including requests for proposal, invitations for bid, and other solicitation documents, between a public agency and a design professional, are deemed to incorporate by reference the provisions of this section.

(c) For purposes of this section, the following definitions apply:

(1) "Public agency" includes any county, city, city and county, district, school district, public authority, municipal corporation, or other political subdivision, joint powers authority, or public corporation in the state. Public agency does not include the State of California.

(2) "Design professional" includes all of the following:

(A) An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.

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(d) This section shall only apply to a professional service contract, or any amendment thereto, entered into on or after January 1, 2007.

(e) The amendments made to this section by the act adding this subdivision shall apply to services offered pursuant to a design professional contract, or any amendment thereto, entered into on or after January 1, 2011.

(f) Nothing in this section shall abrogate the provisions of Section 1104 of the Public Contract Code.

EXHIBIT B
Master Agreement

CONSULTANT'S RESPONSE TO COUNTY'S REQUEST FOR PROPOSAL

November 23, 2010

Ms. Aja Verburg, P.E.
Stanislaus County
Department of Public Works
1716 Morgan Road
Modesto, CA 95358



RE: WGR's Response to Stanislaus County's RFP for SWPPP Services

Dear Ms. Verburg,

WGR Southwest, Inc. (WGR) appreciates the opportunity to provide you with this Statement of Qualification (SOQ) for construction related SWPPP services. We acknowledge receipt of and have read the Stanislaus County Professional Design Services Agreement; the Request for Qualifications/Proposal documents; and addendum numbers 1, 2 and 3; the Prompt Payment of Funds to Subcontractors, Method 3. We agree to abide by all of the County's terms and conditions if selected by the County to perform the requested services.

WGR is an ambitious environmental, health, and safety consulting firm. We have two California offices with approximately 21 full and part-time employees. The Northern California office, having approximately 14 employees, is located in Lodi and will provide the personnel and resources required to perform the proposed scope of work.

WGR has extensive experience in writing construction related SWPPPs, especially for large, complex, high profile projects. Some of our projects include:

- City of Stockton/Preston Pipeline Construction, Delta Water Intake on 8 Mile Road.
- City of Stockton/Mozingo Construction, Water Main Install on 8 Mile Road – LUP.
- San Joaquin County/Knife River Construction, State Hwy 132 and Bird Road; new bridge construction and road work.
- City of Lathrop/Teichert Construction, Louise Avenue road widening project.
- City of Lathrop/ D.A Wood Construction, Water Supply Wells, Arsenic Reduction Facilities and Pipeline Improvements – LUP.

Our team's approach toward SWPPP preparation and working with the County: (a.) It is all about the client, not WGR. We believe that providing excellent service at reasonable rates means good business for us and a lasting partnership with you; (b.) Our SWPPPs are reasonably priced and are based upon Risk Level which range from \$2500.00 to \$5500.00, depending on the complexity of the project; (c.) Our aim is to make the County's SWPPP Program successful by utilizing all of our subject matter experts; (d.) Employ best management practices; (e.) And ensure that all of the SWPPPs written for the County are technically correct and conform to the current state regulations.

Please feel to contact me on 209-334-5363, Ext. 202 if you have any additional questions.

Respectfully,

WGR Southwest, Inc.
John M. Teravskis

Compliance Specialist



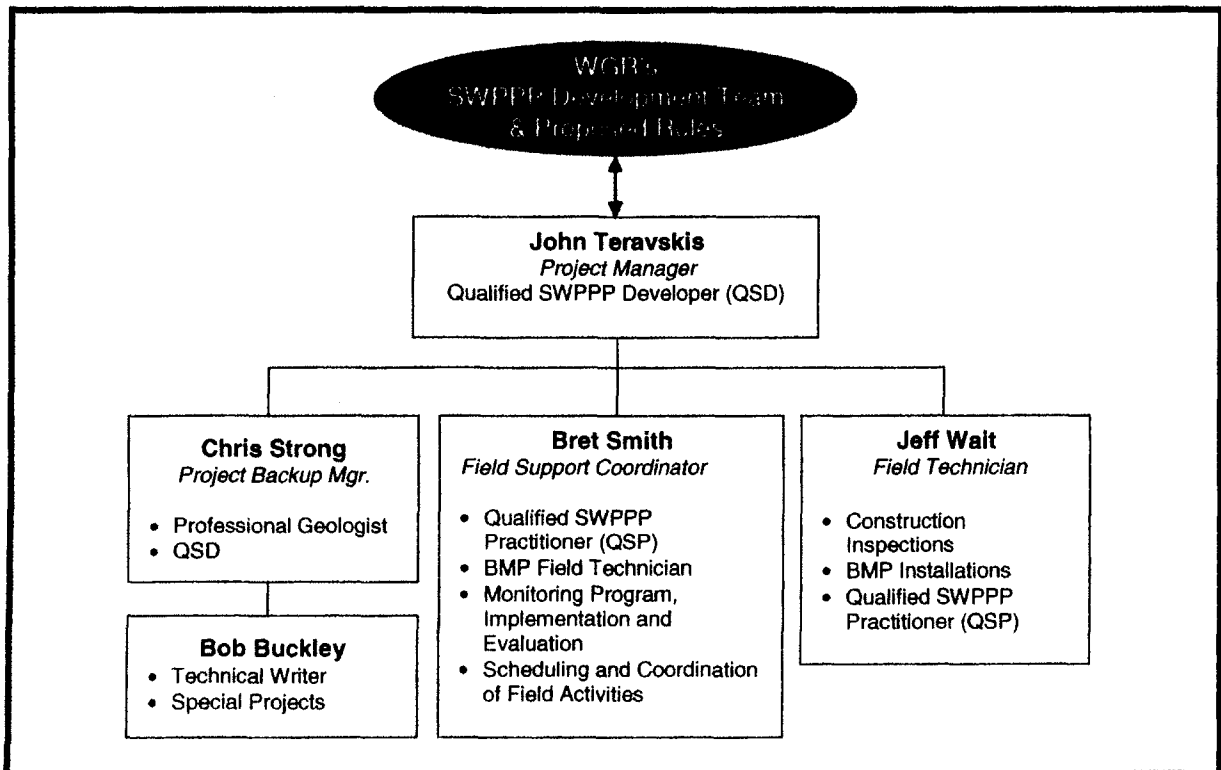
Team Experience

You can find team member **referrals and resumes** in Appendix A, enclosed with this document.

John Teravskis is the Operations Manager for WGR's Northern California office and will be the project team leader and principle contact for the County's SWPPP projects. John's education and field experience qualify him as one of the leading water and soil experts in the San Joaquin Valley. John has a degree in Chemistry and has numerous certifications. John is one of WGR's Qualified SWPPP Developers (QSD) and is a Certified Trainer of Record for the State of California. Please refer to Appendix A to review John Teravskis's resume.

The following is a summary of the proposed team members that will work with John Teravskis in support of the proposed SWPPP work for Stanislaus County.

Organization Chart



There are no known availability limitations for key personnel (above).

Christopher Strong is a Professional Geologist and has over six years of hands-on experience in professional environmental consulting and will be WGR's Backup Manager on the SWPPP team. His storm water knowledge includes the areas of SWPPP Development, Low Impact Development and Hydromodification; watershed evaluation; bioassessment; and water column



toxicity testing. He has worked on site investigations providing a wide variety of services involving well/boring installation using MIP, CPT and Direct Push technology, quarterly groundwater monitoring and soil and water investigation, active remediation projects and has brought sites to case closure status. He has experience working on a full spectrum of sites with contaminants including petroleum compounds, metals, solvents and toxic gases. He has years of experience in various remediation techniques such as ozone and permanganate injection, vapor and groundwater extraction, and over-excavation.

Bret Smith is a Qualified SWPPP Practitioner (QSP) and is one of our SWPPP Trainers who, in conjunction with John Teravskis, conducts SWPPP seminars throughout the San Joaquin Valley. Bret works closely with the team to ensure that all facets of the project are on track and technically correct. Bret will be responsible for compiling and auditing the key data components required for SWPPP development. Bret has over two years experience as an Environmental Health and Safety Consultant with emphasis on construction SWPPPs.

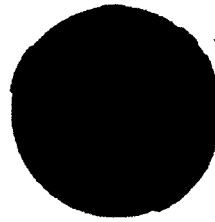
Jeff Wait is our resident Construction Inspector and Field Technician who has earned the respect of his clients whom he visits on a daily basis. He has over 25 years in the construction industry. As an inspector, Jeff has a proven track record with his clients. Through his diligent efforts and skills, he keeps his clients in an audit ready status and works closely with them to ensure that they are in compliance at all times.

Bob Buckley is our resident technical writer. Bob has worked for IBM Corporation, Hitachi, BP Oil and of course WGR. As an accomplished technical writer Bob has honed his skills and knows how to convert complex information into language for the layman. We appreciate Bob's experience and attention to detail and is a key asset to our SWPPP development team. Bob has over ten years experience as a technical writer.

Firm Experience

Listed below are some of WGR's completed and ongoing SWPPP projects, which are similar to the County's proposed work. Please refer to the 'Project Summary' table (below) for more detailed information about each project.

- City of Stockton/Preston Pipeline Construction, Delta Water Intake on 8 Mile Road.
- City of Stockton/Mozingo Construction, Water Main Install on 8 Mile Road – LUP.
- San Joaquin County/Knife River Construction, State Hwy 132 and Bird Road; new bridge construction and road work.
- City of Lathrop/Teichert Construction, Louise Avenue road widening project.
- City of Lathrop/ D.A Wood Construction, Water Supply Wells, Arsenic Reduction Facilities and Pipeline Improvements – LUP.

**WGR***Not Your Typical Consultant*

Project Summary

Project	Location/	Size	Cost	Completion Date	Client Rep.	Type of Work	WGR Fees (Approx.)
City of Stockton/Preston Pipeline	San Joaquin River at the west end of 8 mile road	6 Acres	Multi-Million \$	2012	John Teravskis 209-334-5363 ext. 202	SWPPP	\$2,500.00
City of Stockton/Mozingo Construction	On 8 Mile Road from Rivermont Drive to UPRR crossing – LUP	10 Acres	Multi-Million\$	2011	“	SWPPP	\$2,500.00
San Joaquin County/Knife River Construction	Hwy 132 & Bird Road overcrossing	116 Acres	Multi-Million\$	2012	“	SWPPP	\$2,500.00
City of Lathrop/Teichert Construction	Louise Ave	7 acres.	Multi-Million\$	2012	“	SWPPP	\$2,500.00
City of Lathrop/D.A. Wood Construction	Water Supply Wells, Arsenic Reduction Facilities & Pipeline Improvement - LUP	10 Miles	Multi-Million\$	2010	“	SWPPP	\$2,300.00

Key Issues and Challenges

WGR will typically utilize its own resources to perform the scope of work. However when key issues or unique challenges arise in the field, WGR will always find a cost effective and compliant solution, keeping the County's best interest in mind. We will consult with outside specialists when necessary.

Team's Prime Job Performance

WGR consistently meets or exceeds its SWPPP service level agreements. We pride ourselves in meeting SWPPP schedules and budgets; and we have the expertise to get the job done on time and within budget. The County will always be invoiced at 'bid' prices for SWPPP work unless other arrangements are agreed to by the County and WGR.



WGR's Approach toward SWPPP Development

As previously stated in our cover letter, our team's approach toward SWPPP preparation and working with the County includes the following:

- It is all about the client, not WGR. We believe that providing excellent service at reasonable rates means good business for us and a lasting partnership with you;
- Our SWPPPs are reasonably priced at approximately \$3500.00; more or less depending on the complexity of the project;
- Our aim is to make the County's SWPPP Program successful by utilizing all of our subject matter experts;
- Employ best management practices;
- Ensure that all of the SWPPPs written for the County are technically correct and conform to the current state regulations.

**Appendix A
References and Resumes**



**John Teravskis
SWPPP Manager**

Steve Dunn, Preston Pipelines, 209-992-0953
Brandon Nakagawa, San Joaquin County, 209-953-7460
Courtney Vasquez, City of Stockton, 209-937-8705

**Chris Strong
SWPPP Backup Manager**

Mike Infurna, San Joaquin County Dept. of Public Health, Port of Stockton, 209-468-3454
*Harlin Knoll, San Joaquin County Dept of Public Health, City of Lodi,
PCE Remediation Central Plume, 209-468-3442*
John Milochik, Woodmill Recycling Storm Water Control Plan, 925-634-9663

**Bret Smith
QSP**

Leo Vasconcelos, Knife River, 209-948-0302
Chuck Daly, Teichert Construction, 209-983-2363
Lisa Leggett, Legacy Homes, 209-951-5444 x316

**Jeff Wait
Field Technician**

Jeff Wingfield, Port of Stockton, 209-946-0246
Rita Kochnen, Port of Stockton, 209-946-0246
Curt Juran, City of Lodi, 209-333-6740

**Bob Buckley
Technical Writer**

Martha Rodriguez, BP Oil, 630-836-5117
Ann Parry, Hitachi Global Storage Technologies, 408-717-5683
Sandi Gulbranson, IBM Corporation (now with Hitachi), 408-717-6616

**Appendix A
References and Resumes**



**John M. Teravskis
SWPPP Manager and Compliance Specialist**

General Experience:

Mr. Teravskis has over twenty years of experience in environmental regulatory compliance assisting industrial facilities, municipalities, and construction and development projects. His expertise is in storm water and NPDES permit compliance. He is knowledgeable with Federal Clean Water Act and the construction, industrial, and municipal NPDES permit programs in many different states across the United States. He is an active member of the storm water community in San Joaquin County and has spoken at various storm water / environmental compliance workshops, seminars, and hearings.

Representative Project Experience:

- Certified Professional in Erosion and Sediment Control, CPESC No. 0518.
- Certified Trainer of Record for QSD and QSP Training Course; Certified by California Stormwater Quality Association (CASQA) and by California Construction General Permit Training Team.
- Manages the Port of Stockton municipal storm water program (2000 – present). The Port of Stockton has a Phase I municipal separate storm water sewer system (MS4) permit. John provides oversight of all aspects of the Port's Storm Water Management Program including commercial/industrial, construction, new development / redevelopment, illicit discharge and detection, municipal operations, storm water sampling and monitoring, and performance and effectiveness evaluations. John and WGR prepared the Port's Storm Water Management Program,
- Storm Water Development Standards Plan, and Storm Water Pollution Prevention Plan for the Port-owned industrial operations. WGR prepares the Annual Work Plans and the Annual Municipal Storm Water Reports. During a week long audit in 2008 by the USEPA and the State of California RWQCB, John acted as the Port's representative and liaison with those agencies. Specific to construction compliance, John is responsible for performing the MS4 permit-required review of the SWPPPs submitted by construction companies and developers who will be performing work at the Port. John also provides field supervision to his staff that performs the construction site inspections.
- In 2009, John prepared the construction Storm Water Pollution Prevention Plan (SWPPP) for the City of Stockton Delta Supply Water Intake Project. This is a 13-acre, 2-year project that is occurring within the California Delta with activities adjacent to and over water. It involves a 401 CWA permit, a DFG permit, and environmental sensitive areas.
- From 2008 – 2010, John prepared or provide supervisory review of approximately 30 construction site SWPPPs for projects located throughout California.

Appendix A
References and Resumes



- Prepared the Storm Water Development Standards Plan (DSP) for the City of Lathrop, California. The plan was accepted by the RWQCB in 2008. John is now assisting the City of Lathrop with the implementation of the DSP and providing training to City employees. John also assists the City of Lathrop with other MS4 responsibilities including outreach and preparation of their annual storm water report.
- Prepared the Storm Water DSP for the City of Lodi. The plan was approved by the RWQCB. John worked with City staff to get consensus on the plan's content and implementation. He presented a summary of the DSP to the Lodi City Council.
- Assisted with the preparation of the Storm Water DSP for the City of Ripon. John worked with the City staff to get consensus on the plan's content and implementation. The plan has been submitted to the RWQCB and is waiting for approval.
- Managed the commercial storm water inspection program for the City of Stockton. WGR performed two rounds of approximately 1,100 commercial storm water inspections for the City as required by their MS4 permit. Sites inspected included restaurants, automobile repair and maintenance facilities, kennels, nurseries, equipment rental yards, and other commercial businesses.
- Manages the construction storm water inspection program for the City of Lodi. As required by the City's MS4 Permit, WGR performs construction site compliance inspections of all construction sites greater than 1 acre.
- Industrial Storm Water Compliance – Mr. Teravskis has provided storm water compliance consultation and services for a variety of industries in California, Arizona, Oregon, Washington, Nevada, Hawaii, and other states. His responsibilities have included facility assessment to determine compliance, development of Best Management Practices, development and implementation of storm water pollution prevention control systems and strategies, preparation of SWPPPs and SWMPs, storm water outfall sampling and observations, and annual reporting.
- John is a frequently requested speaker for storm water workshops and training events. Most recently in 2009, he presented an overview of the new California Construction General Permit at two workshops. During 2008 -2009, he has spoken on preparing SWPPPs; Low Impact Development; Hydro modification; BMP Selection and other storm water related topics at over 20 different workshops and training classes throughout California, Oregon, Hawaii, Texas, North Carolina, and South Carolina.

Education

- B.S. Chemistry, Azusa Pacific University, 1986

**Appendix A
References and Resumes**



Professional Registrations and Certifications

- Certified Professional in Erosion and Sediment Control, CPESC No. 0518.
- Certified Trainer of Record for QSD and QSP Training Course; Certified by California Stormwater Quality Association (CASQA) and by California Construction General Permit Training Team.
- State of California Registered Environmental Assessor I, REA-06085
- State of California Contractors License, B Classification (739318)
- OSHA 40-Hour Hazwoper Training
- OSHA Hazwoper Supervisors Training
- Confined Space Certified
- DISA Refinery Safety Management/Process Safety Management Trained
- Graduated from Spanish Language Institute, San Jose, Costa Rica

Examples of Work Product and Services Provided

Please refer to the enclosed examples of related work product to demonstrate my work experience:

- Construction SWPPP for the City of Stockton Delta Water Supply Intake Project (October 2009). To meet the new California General Permit requirements, the submitted SWPPP was signed by WGR's Professional Geologist, but John Teravskis was the primary preparer of the document and performed the selection and specification of the erosion and sedimentation control BMPs.)
- Construction SWPPP for a street widening project in Lathrop, CA (June 2009)
- The Port of Stockton Storm Water Management Plan which describes the Construction Element for which John and his staff are responsible.
- An email dated 10/15/09 which demonstrates John's role in reviewing SWPPPs submitted to the Port of Stockton.
- Agendas for three "got SWPPP?" storm water workshops at which John was a presenter.

**Appendix A
References and Resumes**



Christopher Strong

SWPPP Backup Manager/Project Level Staff / Professional Geologist / Sampler

General Experience:

Mr. Strong has over six years of hands-on experience in professional environmental consulting. His storm water knowledge includes the areas of Low Impact Development and Hydromodification; watershed evaluation; bioassessment; and water column toxicity testing. He has worked on site investigations providing a wide variety of services involving well/boring installation using MIP, CPT and Direct Push technology, quarterly groundwater monitoring and soil and water investigation, active remediation projects and has brought sites to case closure status. He has experience working on a full spectrum of sites with contaminants including petroleum compounds, metals, solvents and toxic gases. He has years of experience in various remediation techniques such as ozone and permanganate injection, vapor and groundwater extraction, and over-excavation.

Representative Project Experience:

- Served in a Project Manager position for subsurface investigations at many different sites within the San Francisco Bay Area and beyond. Initiated proposals to perform subsequent soil and groundwater investigations suggesting optimal remediation strategies. Responsibilities included providing professional on-the job decision-making such as well installation to ensuring wells are constructed within optimal specifications for designated use, along with corresponding detainment of soil and groundwater sampling for laboratory analysis.
- Supervised the groundwater/soil treatment and monitoring program at the Valero Refinery Plant in Benicia, California. The work involved inspection and monitoring of interceptor trenches, VRU systems, sediment analysis from wastewater treatment ponds, and use of Goresorber kits to sample and analyze vapors in soils adjacent to above ground storage tanks to investigate for possible leakage, and chief oversight of a team of technicians to conducting site-wide quarterly groundwater monitoring of over a hundred wells.
- Coordination and supervision of bioassessment and water column toxicity testing to meet the Port of Stockton's MS4 permit requirements.
- Development of the Port of Stockton's storm water Sampling and Analysis Plan and Field Procedures to meet USEPA and State of California requirements.
- Revision of and oversight of the implementation of the Port of Stockton's Pesticide, Herbicide, and Fertilizer Management Plan.
- Management of the Port of Stockton's UST Site #3 environmental investigation and remedial action plan.

Education:

- B.S. Resource Management: Soil and Watershed, University of California Berkley

**Appendix A
References and Resumes**



Professional Registrations and Certifications:

- Professional Geologist, California (No. 8070), since Nov. 2005
- 40 hour Hazwoper Training, Occupational Safety and Health Administration (OSHA) with 8 hour refresher training.
- TWIC Card Holder

**Appendix A
References and Resumes**



**Bret Smith
Compliance Specialist**

General Experience:

After 30 years of service, Bret Smith retired from the United States Marine Corps as a Master Gunnery Sergeant, the highest rank achievable among the 'enlisted' ranks. Bret had numerous jobs while serving in the Marine Corps where he developed solid leadership and management skills. As a Marine Corps recruiter, Bret managed the majority of the Marine Corps recruiting stations and teams in Northern California, from Bakersfield to Redding and Eastern Nevada.

Bret has worked for WGR for approximately 3 years. During his employment he quickly established himself as a 'subject matter expert' (SME) on the Construction General Permit. Bret has conducted numerous workshops where he has taught the key concepts of the Construction General Permit with emphasis on the changes announced July 1, 2010. Bret is a sought after platform speaker who delivers detailed and comprehensive presentations. His most recent speaking engagement was at the Agricultural Center in Stockton in October, 2010. Bret's achievements at WGR also include the following:

Representative Project Experience:

- Platform speaker who teaches the SWPPP Training Course, which is Certified by California Stormwater Quality Association (CASQA) and by California Construction General Permit Training Team.
- Conducts 'Got SWPPP' workshops where he teaches SWPPP concepts to other water professionals in San Joaquin Valley.
- Storm Water Development Standards; Prepares, submits and presents the Annual Report for the City of Lodi.
- Spill Prevention Control and Countermeasures (SPCC); Working with clients in the field obtains business critical data to develop SPCCs for farmers in the San Joaquin Valley.
- Port of Stockton; Team Lead for storm water sampling during qualifying rain events at the Port.
- Best Management Practices (BMP) consultant for the City of Stockton LUP Project where he provides QSP technical assistance for the 8 Mile Road project.
- SWPPP and BMP subject matter expert for San Joaquin County Construction Project Hwy 132 & Bird Road overcrossing.

Appendix A
References and Resumes



- SWPPP and BMP subject matter expert for the City of Stockton Delta Water Intake Project located on the San Joaquin River at the west end of 8 Mile Road.
- Service Level Agreements; consistently meets or exceeds his SWPPP service level agreements and meets SWPPP schedules and budgets.

Education/Skills:

Achieved a college level education with regard to Construction General Permit; SWPPP, SPCC, Qualified SWPPP Practitioner; Communications Expert, Public Speaking, Project Management, Personnel Management, Computer Science, Word, Power Point, Outlook, Excel.

Appendix A References and Resumes



Jeff Wait

Storm Water Construction Inspector / Field Technician / Sampler

General Experience:

Mr. Wait has over 25 years experience in commercial and industrial construction. His experience as a labor foreman and project manager compliments his hands-on approach to storm water compliance. His construction background provides him with a unique ability to understand the compliance issues and limitations faced by the various construction crafts and to communicate with field personnel in terms they understand. Jeff has received training to perform municipal construction site inspection from the International Erosion Control Association. He is a Valley Air District certified Dust Control Plan writer.

Representative Project Experience:

- Jeff manages the Port of Stockton storm sewer maintenance and records program. The Port of Stockton has an extensive network of storm sewer drains, outfalls, and storm water culverts. Records are required by the permit to be kept for when each drain has been opened, cleaned, a BMP supplied, and quantities of debris removed.
- Jeff performs municipal construction site inspections for projects at the Port of Stockton.
- He provides on-site consultation for sediment and erosion; ditch and swale protection; and check dam use and installation.
- Jeff performs training and on-site instruction on proper BMP installation and corrective action.
- Jeff performs municipal industrial site inspections for tenants at the Port of Stockton.
- He designed and installed low impact development modifications to the Port's South Ditch which resulted in significant water quality improvement at a fraction of the cost of other options that were being considered.
- Jeff constructed and oversees the operation of a portable storm water treatment unit that uses the Contech Storm Filter™ technology to treat storm water from the cement dock at the Port of Stockton.
- Jeff coordinates the Port's illicit discharge and detection program and performs inspections of the municipal storm water sewer system.
- He performs storm water and receiving water sampling and monitoring at the Port of Stockton.

Professional Education:

- Hazardous Waste Labeling, Manifesting, and Transporting Certification, Department of Transportation
- Valley Air District Dust Control Plan Preparer Certificate
- IECA Erosion and Sedimentation Training
- OSHA 40 Hour HAZWOPER Training
- TWIC Card Holder

Appendix A
References and Resumes



Bob Buckley
Technical Writer

Objective: A Technical Writer who specializes in writing cross-industry technical documents such as business operations, compliance guidelines, audit guidelines, 'process safety' documents, construction storm water pollution prevention plans (SWPPPs) and spill prevention control and countermeasures (SPCCs), which can be used in conjunction with other business applications, (E.g. Environmental Health and Safety Programs, etc). In addition, I have proposal writing experience.

Takes written documentation and technical information and breaks it down into easy to understand material. Written procedures can be used for all facets of a business such as training ('how to') and accountability, operator certification, risk assessment, cross geo analysis of how similar operations are performed at each site. Referrals and samples of my work are available upon request.

WGR Southwest	Technical Writer	2010
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Project: Write detailed Storm Water Pollution Prevention Plans (SWPPPs), Spill Prevention Control and Countermeasures Plans (SPCC's), business proposals in response to RFP's from Public agencies.

BP Oil	Technical Writer	2009
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Project: Performed contract work for British Petroleum (BP) ARCO via Kelly Services Technical Division. I wrote numerous Standard Operating Procedures (SOPs) for Terminal Managers at Marine Terminals, Crude Oil sites and various ARCO Distribution Centers. SOPs focused on the performance of daily operational tasks in a safe and secure manner. This project was detail intensive to add additional layers of safety and accountability for the operators at the terminal level.

WGR Southwest	Lead Procedure Writer	2007 – 2009
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Project: Recognized by British Petroleum (BP) ARCO, Operational Excellence (OPEX) Headquarters in Chicago, IL, as an accomplished procedure writer. Established close working relationships with the Terminal Managers and Technicians at various petroleum distribution facilities across the United States. Safety procedures (manuals) were written for all business critical operations performed at the distribution terminals with emphasis on safety and reducing the risk of catastrophic events.

Documented all Local Operating Procedures (LOP) and created templates to be used as Standard Operating Procedures (SOP) for BP Petroleum Terminals throughout the USA.

The purpose of each procedure is to add another layer of safety and accountability for each daily task performed at the terminal. Examples: Monthly Tank Verification, Truck Rack Loading,

Appendix A
References and Resumes



Pipeline Receipts/Discharges, Marine Receipts/Discharges, Tank Gauging, Emergency Rack Shutdown, Terminal Shutdown and Evacuation, QA Sampling and Analysis, etc.

Action: Worked closely with the Technicians and Terminal Managers (subject matter experts) to fully understand each operation (task) to be documented as an SOP.

Result: Created a 'how to' manual for each task to be used for safety, training, accountability and annual certification.

Impact: Reduced spillage, accidents, and harm to the environment. Reduced/eliminated costly penalties imposed by regulatory agencies due to spills and accidents.

Hitachi Senior Operations Analyst 2003 – 2004

Project: Developed and wrote audit guidelines to be used to inspect Hitachi's hard drive warehouses located in Asia Pacific (AP), Europe Middle East Africa (EMEA) and North America (NA).

Focus: Ensured accuracy of stock & sales reporting of hard drives by worldwide Distributors who purchased drives from Hitachi's Hard Drive Distribution Channel.

Action: As team lead, coordinated cross-geo (AP, EMEA & NA) development of paper & physical audit guidelines.

Result: Saved Hitachi 150K+/yr in rebate expense, by eliminating the Distributor reporting of cross-geo gray market hard drive sales.

IBM Corporation Business Analyst 1997 – 2002

Overview: IBM's growing hard drive business urgently required its daily business operations tasks to be documented. It was necessary to write detailed Standard Operating Procedures (SOP) so that relevant guidelines could be developed for new compliance and audit programs.

Project: Write detailed procedures that could be used to analyze current business model and then find ways to streamline and improve daily business operational tasks.

Action: Documented all daily tasks and then corroborated with IT to design and develop an in-house business application modeled after the written desk procedures.

Result: Wrote desktop procedures which became the blueprint for a business application tool that eventually automated certain daily tasks performed by the Business Operations Team. Newly written SOP's were used for compliance audits.

Impact: IBM productivity was enhanced due to automation of manual tasks. Newly written SOP's were used to audit business processes in the IBM Distribution Channel.

EDUCATION: AA Liberal Studies (Humanities), De Anza College, Cupertino, CA, completed three years at University of California, San Jose State College, toward a Biological Sciences degree, BS.

SKILLS: Word, Excel, Outlook, extensive technical writing and excellent client care skills (internal and external), detail-oriented, focused, work well with either a diverse community or independently, enjoy people and sharing knowledge.



November 23, 2010

Ms. Aja Verburg, P.E.
Stanislaus County
Department of Public Works
1716 Morgan Road
Modesto, CA 95358

RE: WGR's Proposal for SWPPP Services

Dear Ms. Verburg,

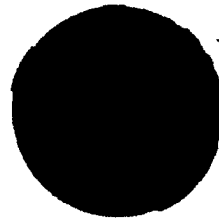
WGR Southwest, Inc. (WGR) appreciates the opportunity to provide you with this proposal for construction related Storm Water Pollution Prevention Plan (SWPPP) services. We acknowledge receipt of and have read the Stanislaus County Professional Design Services Agreement; the Request for Qualifications/Proposal documents; and addendum numbers 1, 2 and 3; the Prompt Payment of Funds to Subcontractors, Method 3. We agree to abide by all of the County's terms and conditions if selected by the County to perform the requested services.

Enclosed, in a separate envelope, you will find our 'Fee Proposals' for Risk Level 1, Risk Level 2 and Risk Level 3 proposed SWPPP work. Upon request from the County, WGR will provide quotes for additional SWPPP related services that are not currently requested by the County. For your convenience we have enclosed WGR's fee schedule which is valid until December 31, 2010.

Firm Experience

WGR has extensive experience in writing construction related SWPPPs, especially for large, complex and high profile projects. Some of our projects (below) include the following; additional projects, past or present, can be made available upon request. Please review the Statement of Qualifications (SOQ) for additional information about WGR's SWPPP development and technical capabilities.

- City of Stockton/Preston Pipeline Construction, Delta Water Intake on 8 Mile Road.
- City of Stockton/Mozingo Construction, Water Main Install on 8 Mile Road – LUP.
- San Joaquin County/Knife River Construction, State Hwy 132 and Bird Road; new bridge construction and road work.
- City of Lathrop/Teichert Construction, Louise Avenue road widening project.
- City of Lathrop/ D.A Wood Construction, Water Supply Wells, Arsenic Reduction Facilities and Pipeline Improvements – LUP.



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The following table shows more detailed information about the jobs referenced above.

Project Summary of Similar Work

Project	Location/	Size	Cost	Completion Date	Client Rep.	Type of Work	WGR Fees (Approx.)
City of Stockton/Preston Pipeline	San Joaquin River at the west end of 8 mile road	6 Acres	Multi-Million \$	2012	John Teravskis 209-334-5363 ext. 202	SWPPP	\$2,500.00
City of Stockton/Mozingo Construction	On 8 Mile Road from Rivermont Drive to UPRR crossing - LUP	10 Acres	Multi-Million\$	2011	"	SWPPP	\$2,500.00
San Joaquin County/Knife River Construction	Hwy 132 & Bird Road overcrossing	116 Acres	Multi-Million\$	2012	"	SWPPP	\$2,500.00
City of Lathrop/Teichert Construction	Louise Ave	7 acres.	Multi-Million\$	2012	"	SWPPP	\$2,500.00
City of Lathrop/D.A. Wood Construction	Water Supply Wells, Arsenic Reduction Facilities & Pipeline Improvement - LUP	10 Miles	Multi-Million\$	2010	"	SWPPP	\$2,300.00

WGR's Approach toward SWPPP Development

As previously stated in our cover letter, our team's approach toward SWPPP preparation and working with the County includes the following:

- It is all about the client, not WGR. We believe that providing excellent service at reasonable rates means good business for us and a lasting partnership with you;
- Our SWPPPs are reasonably priced and are based upon Risk Level which range from \$2500.00 to \$5500.00, depending on the complexity of the project;
- Our aim is to make the County's SWPPP Program successful by utilizing all of our subject matter experts, including outsourcing if deemed necessary for the benefit of the County and with the County's approval.
- Employ best management practices;
- Ensure that all of the SWPPPs written for the County are technically correct and conform to the current state regulations.



Project Schedules

Project schedules and related task benchmarks will vary depending on the risk level assigned to each project. For instance, a risk level 1 SWPPP project is less complex and would require fewer hours to perform than risk level 3 projects. Risk level 3 designated projects are typically more complex and larger in scope than risk 1 or 2 projects. Field conditions and weather conditions must be taken into consideration when scheduling individual SWPPP tasks. WGR has extensive experience with SWPPP development and implementation. We know how to schedule and perform related SWPPP tasks at each phase of a construction project so that SWPPP goals and construction goals are met on time.

Team's Prime Job Performance

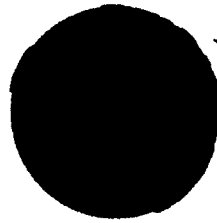
WGR consistently meets or exceeds its SWPPP service level agreements. We pride ourselves in meeting SWPPP schedules and budgets; and we have the expertise to get the job done on time and within budget. The County will always be invoiced at 'bid' prices for SWPPP work unless other arrangements are agreed to by the County and WGR.

Team Experience

You can find team member **referrals, resumes** and **demonstrated technical ability**, in Appendix A, which is part of our SOQ documentation.

John Teravskis is the Operations Manager for WGR's Northern California office and will be the project team leader and principle contact for the County's SWPPP projects. John's education and field experience qualify him as one of the leading water and soil experts in the San Joaquin Valley. John has a degree in Chemistry and has numerous certifications. John is one of WGR's Qualified SWPPP Developers (QSD) and is a Certified Trainer of Record for the State of California. Please refer to Appendix A to review John Teravskis's resume.

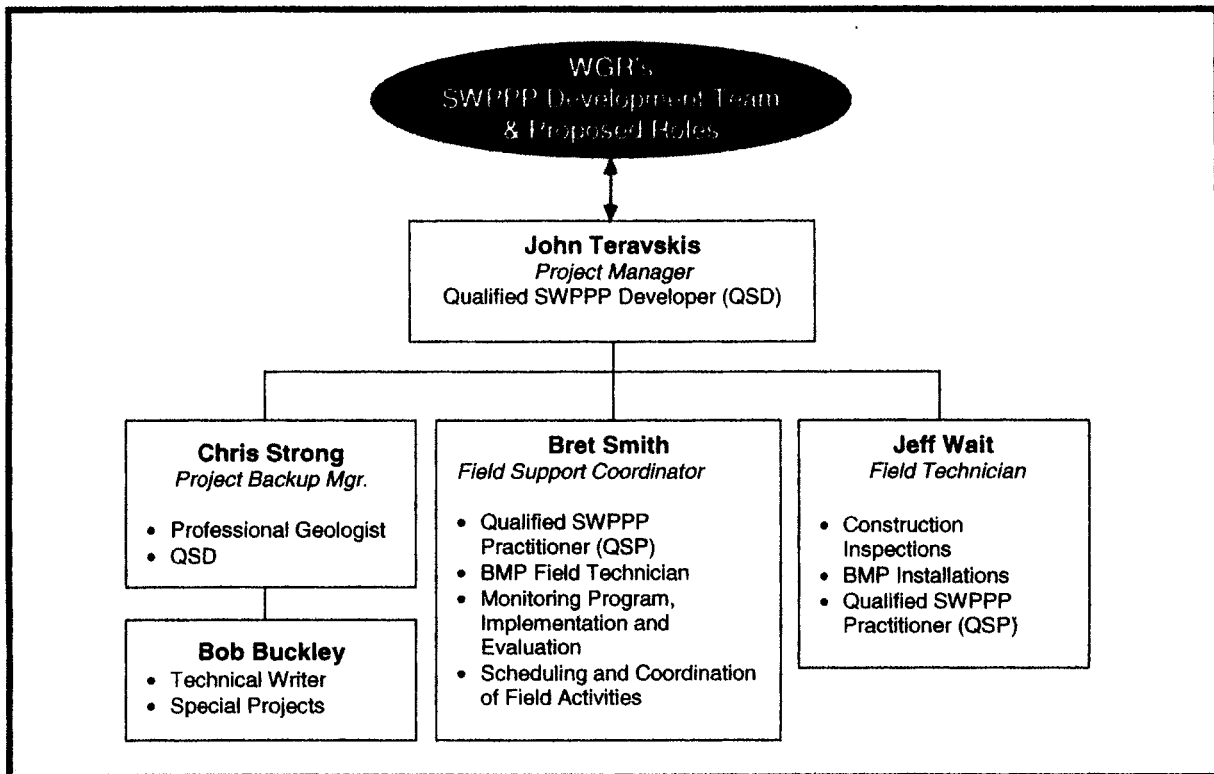
The following is an organization chart of the proposed team members that will work with John Teravskis in support of the proposed SWPPP work for Stanislaus County.



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Organization Chart



There are no known availability limitations for key personnel (above).

Christopher Strong is a Professional Geologist and has over six years of hands-on experience in professional environmental consulting and will be WGR's Backup Manager on the SWPPP team. His storm water knowledge includes the areas of SWPPP Development, Low Impact Development and Hydromodification; watershed evaluation; bioassessment; and water column toxicity testing. He has worked on site investigations providing a wide variety of services involving well/boring installation using MIP, CPT and Direct Push technology, quarterly groundwater monitoring and soil and water investigation, active remediation projects and has brought sites to case closure status. He has experience working on a full spectrum of sites with contaminants including petroleum compounds, metals, solvents and toxic gases. He has years of experience in various remediation techniques such as ozone and permanganate injection, vapor and groundwater extraction, and over-excavation.

Bret Smith is a Qualified SWPPP Practitioner (QSP) and is one of our SWPPP Trainers who, in conjunction with John Teravskis, conducts SWPPP seminars throughout the San Joaquin Valley. Bret works closely with the team to ensure that all facets of the project are on track and technically correct. Bret will be responsible for compiling and auditing the key data components required for SWPPP development. Bret has over two years experience as an Environmental Health and Safety Consultant with emphasis on construction SWPPPs.



Jeff Wait is our resident Construction Inspector and Field Technician who has earned the respect of his clients whom he visits on a daily basis. He has over 25 years in the construction industry. As an inspector, Jeff has a proven track record with his clients. Through his diligent efforts and skills, he keeps his clients in an audit ready status and works closely with them to ensure that they are in compliance at all times.

Bob Buckley is our resident technical writer. Bob has worked for IBM Corporation, Hitachi, BP Oil and of course WGR. As an accomplished technical writer Bob has honed his skills and knows how to convert complex information into language for the layman. We appreciate Bob's experience and attention to detail and is a key asset to our SWPPP development team. Bob has over ten years experience as a technical writer.

Key Issues and Challenges

WGR will typically utilize its own resources to perform the scope of work. However when key issues or unique challenges arise in the field, WGR will always find a cost effective and compliant solution, keeping the County's best interest in mind. We will consult with outside specialists when necessary.

Demonstration of Professional and Financial Responsibility

WGR agrees to provide all documentation required by the County regarding the Demonstration of Professional and Financial Responsibility if selected by the County to perform SWPPP services.



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WGR's Client References

John Teravskis
SWPPP Manager

Steve Dunn, Preston Pipelines, 209-992-0953
Brandon Nakagawa, San Joaquin County, 209-953-7460
Courtney Vasquez, City of Stockton, 209-937-8705

Chris Strong
SWPPP Backup Manager

Mike Infurna, San Joaquin County Dept. of Public Health, Port of Stockton, 209-468-3454
Harlin Knoll, San Joaquin County Dept of Public Health, City of Lodi,
PCE Remediation Central Plume, 209-468-3442
John Milochik, Woodmill Recycling Storm Water Control Plan, 925-634-9663

Bret Smith
QSP

Leo Vasconcelos, Knife River, 209-948-0302
Chuck Daly, Teichert Construction, 209-983-2363
Lisa Leggett, Legacy Homes, 209-951-5444 x316

Jeff Wait
Field Technician

Jeff Wingfield, Port of Stockton, 209-946-0246
Rita Kochnen, Port of Stockton, 209-946-0246
Curt Juran, City of Lodi, 209-333-6740

Bob Buckley
Technical Writer

Martha Rodriguez, BP Oil, 630-836-5117
Ann Parry, Hitachi Global Storage Technologies, 408-717-5683
Sandi Gulbronson, IBM Corporation (now with Hitachi), 408-717-6616

EXHIBIT 10-01 Local Agency Proposer UDBE Commitment (Consultant Contracts)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

LOCAL AGENCY: Stanislaus County LOCATION: Modesto, CA

PROJECT DESCRIPTION: SWPPP services

PROPOSAL DATE: 11-16-2010

PROPOSER'S NAME: W&R Southwest, Inc.

CONTRACT UDBE GOAL (%): 0

WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a UDBE)	UDBE CERT NO. AND EXPIRATION DATE	NAME OF EACH UDBE (Must be certified at the time proposals are due - include UDBE address and phone number)	PERCENT PARTICIPATION OF EACH UDBE

<p>For Local Agency to Complete:</p> <p>Local Agency Proposal Number: _____</p> <p>Federal-Aid Project Number: _____</p> <p>Federal Share: _____</p> <p>Proposal Date: _____</p> <p>Local Agency certifies that the UDBE certifications have been verified and all information is complete and accurate/unless noted otherwise.</p> <p>_____ Print Name Local Agency Representative</p> <p>_____ Signature</p> <p>_____ Date</p> <p>(Area Code) Telephone Number: _____</p>		<p>Total Claimed UDBE Commitment <u>0</u> %</p> <p>_____ Signature of Proposer</p> <p><u>11/19/2010</u> (209) <u>334-5363</u> Date (Area Code) Tel. No. <u>ext. 202</u></p> <p><u>John Teravskis</u> Person to Contact (Please Type or Print)</p> <p>Local Agency Proposer UDBE Commitment (Consultant Contracts) (Rev 6/27/09)</p>
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Distribution: (1) Original - Local agency files

EXHIBIT 10-02 Local Agency Proposer DBE Information (Consultant Contracts)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

LOCAL AGENCY: Stanislaus County LOCATION: Modesto, CA
 PROJECT DESCRIPTION: SWPPP Services
 TOTAL CONTRACT AMOUNT (\$): 0
 PROPOSER'S NAME: W & R Southwest, Inc.

WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified at the time proposals are due - include DBE address and phone number)	DOLLAR AMOUNT OF EACH DBE

For Local Agency to Complete:

Local Agency Contract Number: _____
 Federal-Aid Project Number: _____
 Federal Share: _____
 Contract Award: _____

Local Agency certifies that the DBE certifications have been verified and all informations is complete and accurate.

Print Name _____ Signature _____ Date _____
 Local Agency Representative

(Area Code) Telephone Number: _____

For Caltrans Review:

Print Name _____ Signature _____ Date _____
 Caltrans District Local Assistance Engineer

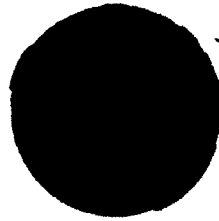
Total Claimed DBE Participation \$ 0
 _____ %

Signature of Proposer [Signature]
 Date 11/19/2010 (Area Code) Tel. No. (209) 334-5363 ext 202

Person to Contact John Teravskis (Please Type or Print)

Local Agency Proposer DBE Information (Consultant Contracts)
 (Rev 6/27/09)

Distribution: (1) Copy - Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days after contract execution. Failure to send a copy to the DLAE within 15 days after contract execution may result in deobligation of funds for this project.
 (2) Original - Local agency files



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Good Faith Effort

WGR is providing the following information to demonstrate that our company made every attempt ("Good Faith Effort") to find a qualified UDBE or DBE to perform copying and binder services for our SWPPP proposal to be submitted to Stanislaus County (County).

11-15-2010, Attempt #1: Logged on to the following website that was referenced in Notice to Proposers Disadvantaged Business Enterprises Information, 'Section 5 – Resources'.

http://www.dot.ca.gov/hq/bep/find_certified.htm

WGR found 9 references on the DOT website (above). The closest company was Zuprinco Printing Company, 5310-F Power Inn Road, Sacramento, CA 95820, 916 -383-5757. Zuprinco Printing Company is a DBE (Firm ID# 25149). I spoke to Brian at Zuprinco. Brian said that he wanted to see a sample of a finished SWPPP binder before he could provide WGR with an accurate estimate for copy and binding services.

His initial thought was \$65.00/hr, per binder. WGR requires 3 binders, therefore $3 \times \$65.00 = \195.00 ; and @ 5 cents per page @ approximately 75 pages per binder x 3 binders = $\$3.75 \times 3 = \11.25 . Then add the cost for 3, 3 ring binders and tabs = **\$30.00**; And WGR's admin/hr cost @ \$25.00/hr x 6 hours = **\$150.00**. Plus fuel, **\$30.00** and mileage cost = approximately **\$30.00**.

Hence:

$\$195.00 + \$11.25 + \$30.00 + \$150.00 + \$30.00 + \$30.00 = \$446.25$

$\$446.25 / \$3500.00 \times 100 = 12.75\%$ (exceeds the UDBE/DBE goal of = 3.6%)

Conclusion: It is not cost effective for WGR to hire any consultant that is not close to the WGR office.

11-15-2010, Attempt #2: Used the Yellow Pages to find Stockton Blue which provides the copy services we require for our project. I heard that Stockton Blue might be a qualified UDBE or DBE. Spoke to Don Rader, Manager, on 209-464-8724. Don said that his company is not a UDBE or DBE.



11-16-2010, Attempt #3: WGR contacted, Jacquelyn Smith, DBE Program, District 10 / Local Assistance, 1976 E. Charter Way, Stockton, CA 95201, (209) 948-7933 who committed to help WGR find the services needed for our project. Jackie will send us an email with an additional contact that might be able to help WGR.

11-16-2010, Attempt #4: Per Jackie Smith's info WGR Contacted the Department of Transportation, Office of Business & Economic Opportunity - MS #79, 1823 14th Street, Sacramento, CA 95814, (916) 324-1700, toll free 1-866-810-6346, FAX (916) 324-1949 and left a message for Mr. Jack Underwood. I left a detailed message on Mr. Underwood's voicemail. I requested that he return my call and that I needed a qualified UDBE in Lodi or Stockton that could provide WGR with copy services for a proposal to be submitted to Stanislaus County.

Result: Mr. Jack Underwood called me back on 11-16-2010 and gave me the name and address of a UDBE.

Career Ladders
9381 East Stockton Road, #118
Elk Grove, CA 95624

WGR researched this company on the website and it turns out that Career Ladders, Inc. is now a career development company specializing in the following products and services:

"Group Job Search Training, Military Transition To Civilian Work, Military Transition Veterans, Recent Graduates, Corporate Downsizing, Specializing in Career Transformation for City, County, Federal Government & the Private Sector, Veterans & Disabled Veterans, Workshop Teleclasses Amenities: Serving 4000+ Globally since 1994; Career Development Coach; Federal Job Search Trainer; Resume Writer; Government Contractor; Extreme Career, Resume Service; Career Development Coach; federal Job Search Hunter"

Career Ladders website:

<http://www.yellowpages.com/elk-grove-ca/mip/career-ladders-10546941?lid=158254141>

(Attachment)

Prompt Payment of Withheld Funds to Subcontractors

Federal regulation (49 CFR 26.29) requires one of the following three methods be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor.

Please check the box of the method chosen by the local agency to ensure prompt and full payment of any retainage.

- Method 1:** No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
- Method 2:** No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
- Method 3:** The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

J. M. [Signature] 11/19/2010

WGR Labor and Equipment Rate Sheet

Effective through December 31, 2010

Labor Rates:

Position	Rate	Notes
Principal	\$125.00 / hour	Overtime not applicable
Compliance Specialist / QSD	\$89.00 / hour	Overtime not applicable
Compliance Technician	\$78.00 / hour	Overtime not applicable
Field Inspector / QSP	\$76.00 / hour	Overtime applicable
Civil Engineer, PE	\$150.00 / hour	Overtime not applicable
Registered Geologist	\$125.00 / hour	Overtime not applicable
Project Manager	\$89.00 / hour	Overtime not applicable
Health & Safety Specialist	\$93.00 / hour	Overtime not applicable
DOT Trainer	\$89.00 / hour	Overtime not applicable
CPR / First Aid Trainer	\$75.00 / hour	Overtime not applicable
Project Geologist	\$89.00 / hour	Overtime not applicable
Staff Geologist	\$78.00 / hour	Overtime not applicable
Field Supervisor / Trainer	\$78.00 / hour	Overtime not applicable
Field Technician	\$69.00 / hour	Overtime applicable
Outreach Coordinator	\$62.00 / hour	Overtime applicable
Administrative Assistant I	\$62.00 / hour	Overtime applicable
Administrative Assistant II	\$42.00 / hour	Overtime applicable

Equipment Rates:

Item	Rate	Notes
Disposable Bailers	\$15.00/bailer	Purchase price
Depth to Water Meter	\$60.00/day	Rental
Thermometer	\$15.00/day	Rental
pH meter	\$25.00/day	Rental
Conductivity meter	\$25.00/day	Rental
PID Meter	\$135.00/day	Rental
Soil Hand Auger / Sampler	\$275.00/day	Rental
Skip Loader	\$250/day or \$1,200/week	Rental - One available; operator is separate labor charge.
Dump Truck or Dump Trailer	\$250/day or \$1,200/week	Rental - One available; operator is separate labor charge.
Large Sampling Boat	\$600.00 / day	Rental
12' Aluminum Boat, Canoe, or Kayak	\$120.00/day	Rental - One available
Vehicle	\$0.51/mile	Portal to Portal
Photocopies	\$0.05 b/w copy or print \$0.17 color copy or print	Purchase price

- Overtime rates (where applicable) are 1.5 times the rate for time greater than 8 hours per day or 40 hours per week and 2.0 times the rate for time greater than 12 hours per day or 60 hours per week.
- Costs for materials, fees, subcontractors, and other outside services billed through WGR are billed at the cost plus 10%.

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Effective through December 31, 2010

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Position	Rate	Notes
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Large Sampling Boat	\$600.00 / day	Rental
12' Aluminum Boat, Canoe, or Kayak	\$120.00/day	Rental - One available
Vehicle	\$0.51/mile	Portal to Portal
Photocopies	\$0.05 b/w copy or print \$0.17 color copy or print	Purchase price

- Overtime rates (where applicable) are 1.5 times the rate for time greater than 8 hours per day or 40 hours per week and 2.0 times the rate for time greater than 12 hours per day or 60 hours per week.
- Costs for materials, fees, subcontractors, and other outside services billed through WGR are billed at the cost plus 10%.

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Effective through December 31, 2010

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Disposable Bailers	\$15.00/bailer	Purchase price
Depth to Water Meter	\$60.00/day	Rental
Thermometer	\$15.00/day	Rental
pH meter	\$25.00/day	Rental
Conductivity meter	\$25.00/day	Rental
PID Meter	\$135.00/day	Rental
Soil Hand Auger / Sampler	\$275.00/day	Rental
Skip Loader	\$250/day or \$1,200/week	Rental - One available; operator is separate labor charge.
Dump Truck or Dump Trailer	\$250/day or \$1,200/week	Rental - One available; operator is separate labor charge.
Large Sampling Boat	\$600.00 / day	Rental
12' Aluminum Boat, Canoe, or Kayak	\$120.00/day	Rental - One available
Vehicle	\$0.51/mile	Portal to Portal
Photocopies	\$0.05 b/w copy or print \$0.17 color copy or print	Purchase price

- Overtime rates (where applicable) are 1.5 times the rate for time greater than 8 hours per day or 40 hours per week and 2.0 times the rate for time greater than 12 hours per day or 60 hours per week.
- Costs for materials, fees, subcontractors, and other outside services billed through WGR are billed at the cost plus 10%.

**EXHIBIT C
Master Agreement**

CONSULTANTS FEE SCHEDULE



Fee Proposal for SWPPP Services – Risk Level 1

Task	Estimated Hours						Total Hours/Fees
	Project Manager (Principle) John Teravskis	Project Manager Backup Chris Strong	Qualified SWPPP Practioner Bret Smith	Field Technician Jeff Wait	Technical Writer Bob Buckley	Administrative	
	125.00/hr.	89.00/hr.	89.00/hr.	75.00/hr.	70.00/hr.	54.00/hr.	
Review SWPPP Specs	0	3	3	0	0	0	6
Field Work	0	0	0	2	5	0	7
Write SWPPP	10	0	0	0	0	0	10
Printing and Binding	0	0	0	0	0	3	3
Delivery/Postage	0	0	0	0	0	1	1
Total Hours	10	3	3	2	5	4	27
Total Fees	\$1250.00	\$267.00	\$267.00	\$150.00	\$350.00	\$216.00	\$2500.00
Subconsultant A Fixed Fee:							TBD
Subconsultant B Fixed Fee:							TBD
Total Project Fees (Not To Exceed)							\$2500.00*

- * As of 11-16-2010, WGR has not been able to find a UDBE or DBE to perform the printing and binder services. WGR will add the respective DBE or UDBE fees, if any, to this Fee Proposal if a DBE or UDBE can be found to perform the required services. Please refer to the Good Faith Effort included with the SOQ documents.



Fee Proposal for SWPPP Services – Risk Level 2

Task	Estimated Hours						Total Hours/Fees
	Project Manager (Principle) John Teravskis	Project Manager Backup Chris Strong	Qualified SWPPP Practioner Bret Smith	Field Technician Jeff Wait	Technical Writer Bob Buckley	Administrative	
	125.00/hr.	89.00/hr.	89.00/hr.	75.00/hr.	70.00/hr.	54.00/hr.	
Review SWPPP Specs	0	3	3	0	0	0	6
Field Work	0	0	0	2	5	0	7
Write SWPPP	18	0	0	0	0	0	18
Printing and Binding	0	0	0	0	0	3	3
Delivery/Postage	0	0	0	0	0	1	1
Total Hours	18	3	3	2	5	4	35
Total Fees	\$2250.00	\$267.00	\$267.00	\$150.00	\$350.00	\$216.00	\$3500.00
						Subconsultant A Fixed Fee:	TBD
						Subconsultant B Fixed Fee:	TBD
						Total Project Fees (Not To Exceed)	\$3500.00*

- * As of 11-16-2010, WGR has not been able to find a UDBE or DBE to perform the printing and binder services. WGR will add the respective DBE or UDBE fees, if any, to this Fee Proposal if a DBE or UDBE can be found to perform the required services. Please refer to the Good Faith Effort included with the SOQ documents.



Fee Proposal for SWPPP Services – Risk Level 3

Task	Estimated Hours						Total Hours/Fees
	Project Manager (Principle) John Teravskis	Project Manager Backup Chris Strong	Qualified SWPPP Practioner Bret Smith	Field Technician Jeff Wait	Technical Writer Bob Buckley	Administrative	
	125.00/hr.	89.00/hr.	89.00/hr.	75.00/hr.	70.00/hr.	54.00/hr.	
Review SWPPP Specs	0	3	3	0	0	0	6
Field Work	0	0	0	2	5	0	7
Write SWPPP	34	0	0	0	0	0	34
Printing and Binding	0	0	0	0	0	3	3
Delivery/Postage	0	0	0	0	0	1	1
Total Hours	34	3	3	2	5	4	51
Total Fees	\$4250.00	\$267.00	\$267.00	\$150.00	\$350.00	\$216.00	\$5500.00
						Subconsultant A Fixed Fee:	TBD
						Subconsultant B Fixed Fee:	TBD
						Total Project Fees (Not To Exceed)	\$5500.00*

- * As of 11-16-2010, WGR has not been able to find a UDBE or DBE to perform the printing and binder services. WGR will add the respective DBE or UDBE fees, if any, to this Fee Proposal if a DBE or UDBE can be found to perform the required services. Please refer to the Good Faith Effort included with the SOQ documents.

PROJECT SCOPE OF WORK
Project No. 000?
[To be prepared for each project.]

1. Except as hereinafter provided, the services provided by the Consultant under this Project Scope of Work (hereinafter referred to as "P.S.W.") shall be subject to the terms and conditions set forth in the Professional Design Services Master Agreement made and entered into by and between the County of Stanislaus ("County") and [Company Name] ("Contractor"), on [Insert Date], 2011.
2. The Consultant shall provide services under the Master Agreement and this P.S.W. as set forth in the Master Agreement Exhibits A and B and/or the Consultant's Proposed Project Scope of Work dated [Insert Date], 2011, attached hereto as Exhibit 1 and, by this reference, made a part hereof.
3. Consultant will be compensated for the services described herein in accordance with the Section 2.0 of the Master Agreement. The maximum amount to be paid by the County for services provided under this P.S.W. shall not exceed \$?00,000, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this P.S.W.
4. The term of this P.S.W shall commence as stated in the Project Notice to Proceed and continue until all services described herein are completed, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Consultant's services described herein shall be performed in strict compliance with the Project Schedule approved by County as set forth in Exhibit 2, attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have caused this Project Scope of Work, Project No. 000? to be executed by and through their respective authorized officers:

COUNTY OF STANISLAUS

CONSULTANT

By: _____
Matt Machado, Director
Department of Public Works

By: _____
Name & Title

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: _____
Thomas E. Boze
Deputy County Counsel