

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

DEPT: Public Works

BOARD AGENDA # *C-3

Urgent

Routine

AGENDA DATE April 19, 2011

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Award a Consulting Contract to Sycamore Environmental Consultants, Inc. for Environmental Services for the Claribel Road Widening Project

STAFF RECOMMENDATIONS:

1. Award a Consulting Contract to Sycamore Environmental Consultants, Inc. for environmental services for the Claribel Road Widening Project.
2. Authorize the Director of Public Works to execute a contract with Sycamore Environmental Consultants, Inc. in the amount not to exceed \$177,306 and to sign necessary documents, including any amendments to the Agreement not to exceed 10%.

FISCAL IMPACT:

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2011-230

On motion of Supervisor Chiesa, Seconded by Supervisor Withrow

and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: Chairman Monteith

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

ATTEST:


CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Award a Consulting Contract to Sycamore Environmental Consultants, Inc. for Environmental Services for the Claribel Road Widening Project

FISCAL IMPACT:

DESCRIPTION	COMPLETION DATE	COSTS
Preliminary Engineering (including professional engineering services)	April 2012	\$1,000,000
Right-of-Way Acquisitions	August 2012	\$2,700,000
Construction (including construction engineering)	December 2013	\$10,500,000
Total:		\$14,200,000

The estimated total cost for the Claribel Road Widening Project is \$14.2 million. The Claribel Road Widening Project will be funded by the following funding sources:

- Congestion Mitigation Air Quality (CMAQ)
- State Transportation Improvement Program (STIP)
- Regional Transportation Improvement (RTIF)/Public Facilities Fees (PFF)
- Transportation Enhancement (TE)

At this time, \$177,306 is needed for environmental services, with a contingency not to exceed \$17,730 for any amendments to the agreement. This cost is only a small portion of the services needed to complete the Preliminary Engineering for the project. These services will be funded 100% by Regional Transportation Impact Fees and are available in the current Road and Bridge Projects budget.

DISCUSSION:

The Claribel Road Widening Project proposes to improve the Claribel Road corridor from Oakdale Road to McHenry Avenue in Stanislaus County, California. Improvements include widening Claribel Road, signalization of the intersection at Coffee Road, replacement of a Modesto Irrigation District bridge crossing, and the construction of a Class I bike path along the Claribel Road corridor.

In support of Stanislaus County's responsibility for safety, operational conditions, maintenance, and upgrade to the County roadway network, improvements to the Claribel Road corridor are required. Public Works Traffic Engineering staff performed a traffic analysis of the Claribel Road corridor. The results of the traffic analysis show that this corridor is a high priority project due to the significant delays encountered along the corridor. Claribel Road has an existing Level of Service (LOS) of E, which does not meet the County's required minimum LOS of C. The existing Claribel Road/Coffee Road intersection is controlled by an all-way stop, operating at an LOS of F, with an average morning and evening delay of 84.1 seconds and 205.7 seconds, respectively.

Approval to Award a Consulting Contract to Sycamore Environmental Consultants, Inc. for Environmental Services for the Claribel Road Widening Project

Conversely, the existing Claribel Road/Oakdale Road intersection is signalized and operates at an LOS of B, with morning and evening delays of 11.8 seconds and 15.8 seconds, respectively.

The purpose of the Project is to accommodate east/west interregional traffic between the cities of Riverbank, Modesto, Oakdale, and Stanislaus County and to State Highway 108 (McHenry Avenue). The proposed project would do the following:

- Improve regional network circulation;
- Relieve existing traffic congestion;
- Reduce traffic delay;
- Accommodate future traffic;
- Enhance traffic safety; and
- Promote non-motorized modes of transportation.

The Project's plans and specifications will be prepared by Stanislaus County staff. Professional services will be subcontracted out to consultants for surveying, environmental, geotechnical, right-of-way, and public relations.

In November 2010, Public Works staff advertised Request for Proposals for environmental services on the Modesto Reprographics website.

Consultants were required to include in their proposals the following:

- List of key personnel assigned to the contract;
- List of recently completed projects showing past performances and abilities of the proposed team;
- Understanding of the work to be performed;
- Project schedule; and
- Fee schedule.

On December 15, 2010, Public Works staff received eight proposals. The proposals were evaluated and scored by Public Works staff. The following is a list of the eight consultants that submitted proposals:

1. PAR Environmental Services, Inc. (selected for interview)
2. EMC Planning Group, Inc.
3. Raney Planning & Management, Inc.
4. JB Anderson Land Use Planning (selected for interview)
5. LSA Associates, Inc.
6. PMC
7. RBF Consulting (selected for interview)
8. Sycamore Environmental Consultants, Inc. (selected for interview)

**Approval to Award a Consulting Contract to Sycamore Environmental Consultants, Inc.
for Environmental Services for the Claribel Road Widening Project**

On February 9, 2011, Public Works staff conducted interviews with the four highest ranked consultant firms and determined that Sycamore Environmental Consultants, Inc. is the most qualified firm to conduct the work. The negotiated cost for the proposed environmental services is \$177,306.30.

Specifically, Sycamore Environmental Consultants, Inc. proposes to perform the following work:

- Preparation of environmental documents required by the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA)

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 environmental services to assist with the development and delivery of the Claribel Road Widening project.

STAFFING IMPACT:

There is no staffing impact associated with this item.

CONTACT PERSON:

Matt Machado, Public Works Director. Telephone: (209) 525-4153.

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**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 Sycamore Environmental Consultants, 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.

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. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C", attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed One Hundred Seventy-Seven Thousand Three Hundred and Six Dollars and Thirty Cents (\$177,306.30). 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. The Fee Schedule rates include direct salary costs, employee benefits, and overhead. The rates stated in the Fee Schedule are not adjustable during the term of this Agreement. 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 each Project Scope of Work. All such reimbursement amounts are limited to those costs and expenses that are reasonable, necessary and actually incurred by the Consultant in connection with the services provided. The County shall not pay a mark up on any item of reimbursement. The County shall not pay for any item of overhead such as telephone, facsimile, postage, etc. All requests for reimbursement shall be accompanied by a copy of the original invoice.

2.3. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in Exhibits A and B unless the County or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.4. Method of Billing. Consultant may submit invoices to County's Project Manager for approval on a progress basis, but no more often than once each calendar month. Said invoice shall be based on the total of all Consultants' services that have been completed to County's sole satisfaction. County shall pay Consultant's invoice within forty-five (45) days from the date County receives said invoice. Each invoice shall describe in detail, the services performed and the associated percentage of tasks completed. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

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

3.0 TIME OF PERFORMANCE

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

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

4.0 TERM OF CONTRACT AND TERMINATION

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

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

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

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

5.0 INSURANCE REQUIREMENTS

5.1. Minimum Scope and Limits of Insurance. Consultant, 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 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 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 (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, 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 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: Jeffery Little, Vice President
- 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 Administrator
1716 Morgan Road
Modesto, California 95358
(209) 525-4157
Fax: (209) 541-2506

If to Consultant:

Sycamore Environmental Consultants, Inc.
Jeffery Little
Vice President
6355 Riverside Blvd., Suite C
Sacramento, California 95831
(916) 427-0703
Fax: (916) 427-2175

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.

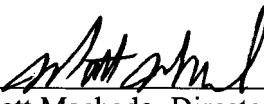
7.24. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

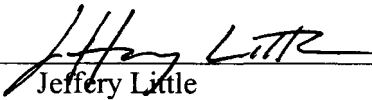
(SIGNATURES ON THE NEXT PAGE)

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

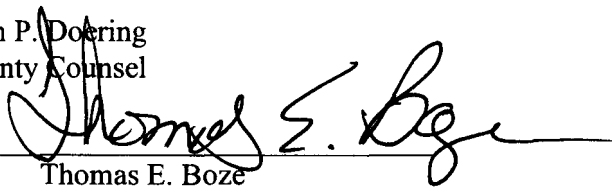
COUNTY OF STANISLAUS

Sycamore Environmental Consultants, Inc.

By: 
Matt Machado, Director
Department of Public Works

By: 
Jeffery Little
Vice President

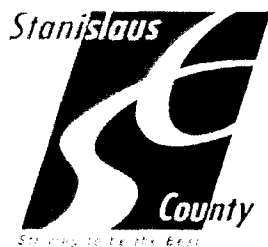
APPROVED AS TO FORM:

John P. Doering
County Counsel
By: 
Thomas E. Boze
Deputy County Counsel

*Approved April 19, 2011
Resolution # 2011-230*

EXHIBIT A

COUNTY'S REQUEST FOR PROPOSAL



STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS

NOTICE OF REQUEST FOR QUALIFICATIONS
AND
REQUEST FOR PROPOSALS

There are two (2) parts to this Notices: Part I “Request for Qualifications for All-Inclusive Environmental Services on Various Projects Within Stanislaus County” and Part II “Request for Proposals for Claribel Road Widening Project All-Inclusive Environmental Services.”

PART I:

REQUEST FOR QUALIFICATIONS FOR ALL-INCLUSIVE ENVIRONMENTAL SERVICES ON VARIOUS PROJECTS WITHIN STANISLAUS COUNTY

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.

The purpose for soliciting SOQ’s is to establish a distribution list of qualified environmental consultants. The County may use this distribution list to send out any future RFP’s. Therefore, all qualified environmental consultants are encouraged to provide the County with an SOQ. However, the RFP in Part II of this notice is project specific, and not all consultants that submit an SOQ may want to submit a proposal for the Claribel Road Widening Project All-Inclusive Environmental Services RFP.

If you wish to be considered to be included on the County consultant list for environmental services, please submit three copies of your Letter of Interest and Statement of Qualifications to this office by 5:00 p.m., Wednesday, December 15, 2010 to:

Mr. Denis Bazyuk, P.E.
Stanislaus County Department of Public Works
1716 Morgan Road

Modesto, CA 95358

A copy of this Request for Qualifications is available for viewing and download on the Valley Reprographics website at www.valleyreproplanroom.com. Please contact Valley Reprographics at (209) 338-0801 for assistance using the website if needed.

All questions regarding the SOQ must be submitted in writing. Please send all questions regarding this Request for Qualifications in writing via email to Denis Bazyuk at bazyukd@stancounty.com or fax to (209) 525-4188. The deadline to submit questions is 5:00 p.m. on Wednesday, December 1, 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, December 3, 2010.

SOQ CONTENTS AND REQUIREMENTS:

The SOQ should not exceed 10 pages.

The objective of this request is to obtain an SOQ from interested consulting firms with demonstrated understanding and experience in the preparation of environmental documents and any applicable permit applications required for County projects including but not limited to bridge replacement/retrofit, road resurfacing and road widening. 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 environmental process, capability, and availability and commitment of the firm and its team. Elaborate or glossy SOQs are neither expected nor desired.

Each SOQ should include the following information:

1. **Cover Letter:** A cover letter introducing the firm and environmental team that highlights key attributes of the project and the team's approach toward environmental process compliance shall be included.
2. **Firm Experience:** The proposed firm experience shall include, at a minimum, experience preparing environmental documents 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 three (3) 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 (3) 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 previous job performance in meeting schedules and budgets for complex projects.
 8. Provide information regarding your team's knowledge and experience with environmental process for various public works projects. The environmental process consists of but is not limited to CEQA, NEPA, various permit applications and any other applicable regulations.
 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).
 - c. Forms 10-O1 & 10-O2 are required to be submitted with this Proposal.

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 environmental process, corresponding start up experience, and leadership skills as necessary to meet project objectives. Per Section 7.4 of the Professional Design Services Agreement the Consultant and County agree to designate a Project Manager and a Lead-Manager

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 three (3) 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.

PART II:

REQUEST FOR PROPOSALS FOR CLARIBEL ROAD WIDENING PROJECT ALL-INCLUSIVE ENVIRONMENTAL SERVICES

Stanislaus County Department of Public Works is requesting proposals from qualified consultants to provide services for all-inclusive environmental work on the Claribel Road

Widening Project in Stanislaus County. Proposals will be reviewed and evaluated by County staff for the firms that the selection committee has determined are the most qualified to perform the work based on submitted SOQ's.

PROJECT DESCRIPTION:

The Claribel Road Widening Project proposes to improve the Claribel Road corridor from Oakdale Road to McHenry Avenue in Stanislaus County, California. Improvements include widening Claribel Road, signalization of the intersection at Coffee Road, replacement of Modesto Irrigation District bridge crossing, and the construction of a Class I bike path along the Claribel corridor. As part of the County's responsibility for safety, operational conditions, maintenance, and upgrade to the County roadway network, improvements to the Claribel corridor is required.

The purpose of the Project is to designate a corridor to accommodate east/west interregional traffic between the Cities of Riverbank, Modesto, Oakdale, and Stanislaus County and to State Highway 108 (McHenry Avenue), which would do the following:

- Improve regional network circulation
- Relieve existing traffic congestion
- Reduce traffic delay
- Accommodate future traffic
- Promote non-motorized modes of transportation

The following is the estimated schedule for the Project:

Design:	July 2010 - July 2012
Environmental:	July 2010 - November 2011
ROW:	November 2011 - March 2013
Construction:	July 2013 - October 2014
Project Close:	November 2014 - December 2014

This schedule is pending anticipated funding, and is subject to change.

SCOPE OF WORK:

Elements of the Environmental Consulting Services for the Project include, but is not limited, to the following:

- In its proposal to the County for doing environmental work for Claribel Road Widening project, the consultant will provide County with an outline of all environmental tasks necessary for complying with all environmental requirements and regulations applicable to this project. These requirements may include but not limited to various requirements and regulations set forth by NEPA, CEQA and any applicable environmental permits.

- The consultant will include a time schedules for each environmental task and target dates for environmental milestones.
- The selected consultant will be responsible for environmental assessment of the project.
- The selected consultant will be responsible for completing all environmental tasks in timely fashion and to follow the anticipated environmental schedule set forth for this project.
- As environmental studies are developed for this project, it is possible that discoveries might be made that would require the consultant to perform additional environmental work for this project. Therefore, with this proposal consultant is to include a list and description of any additional optional tasks that might be applicable to the environmental process for this project. Pricing for these additional tasks is to be tabulated separately in the fee proposal.
- The Consultant is to submit proposal based on the level of environmental assessment required for this project. For the purposes of this proposal, the Consultant is to assume the level of environmental assessment and provide and explanation of their choice regarding the level of anticipated environmental assessment. Ultimately, the County will decide (with the input from the consultant) the level of environmental assessment required for this project. At his point, the County anticipates the environmental assessment to consists of an Initial Study and a Mitigated Negative Declaration.
- The Consultant will develop a master environmental schedule for this project. Some of the tasks that will be tracked in this schedule shall include but may be not limited to, NEPA, CEQA and any required environmental permits. The Consultant is to provide an estimated time of completion for each task.
- In regards to any applicable permits for this project, the Consultant is to tabulate pricing separately for each permit in the fee proposal.
- Coordinate the requirements of NEPA and CEQA to reduce duplication of tasks.

Note: The County has a contract with Buethe Communications for public outreach services for this project.

If you wish to be considered for the Claribel Road Widening Project All-Inclusive Environmental Services, please submit three copies of your proposal to this office by 5:00 p.m., Wednesday, December 15, 2010 to:

Mr. Denis Bazyuk, P.E.
Stanislaus County Department of Public Works
1716 Morgan Road
Modesto, CA 95358

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

unit prices for various tasks involved with environmental services for this project. Pricing for various optional task shall be outlined on a separate page and should be included in the fee proposal envelope. 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 County is currently revising the Indemnity section of the Professional Design Services Agreement to be consistent with Senate Bill No. 972 (SB972). A copy of SB972 is included with this Notice, for your reference. 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, and 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.

A copy of this Request for Proposal is available for viewing and download on the Valley Reprographics website at www.valleyreproplanroom.com. Please contact Valley Reprographics at (209) 338-0801 for assistance using the website if needed.

All questions regarding the RFP must be submitted in writing. Please send all questions regarding this RFP in writing via email to Denis Bazyuk at bazyukd@stancounty.com or fax to (209) 525-4188. The deadline to submit questions is 5:00 p.m. on Wednesday, December 8, 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, December 10, 2010.

PROJECT SCHEDULE:

The anticipated milestones for this project are as follows:

MILESTONE	DATE
Proposals Due	December 15, 2010
Select Qualified Consultants for Proposal Review	December 20, 2010
Award Environmental Consulting Contract	January 28, 2011

GENERAL 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
6. Senate Bill No. 972
7. Footprint Map
8. Claribel Road Widening Project Vicinity Map



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. Packers, 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

<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>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; text-align: center; border: 1px solid black;">Total Claimed UDBE Commitment</td> <td style="width: 30%; text-align: center; border: 1px solid black;">_____%</td> </tr> <tr> <td colspan="2" style="border: 1px solid black; padding: 5px;"> <p>_____ Signature of Proposer</p> <p>_____ Date (Area Code) Tel. No.</p> <p>_____ Person to Contact (Please Type or Print)</p> </td> </tr> <tr> <td colspan="2" style="border: 1px solid black; text-align: center; padding: 5px;"> Local Agency Proposer UDBE Commitment (Consultant Contracts) (Rev 6/27/09) </td> </tr> </table>	Total Claimed UDBE Commitment	_____%	<p>_____ Signature of Proposer</p> <p>_____ Date (Area Code) Tel. No.</p> <p>_____ Person to Contact (Please Type or Print)</p>		Local Agency Proposer UDBE Commitment (Consultant Contracts) (Rev 6/27/09)	
Total Claimed UDBE Commitment	_____%						
<p>_____ Signature of Proposer</p> <p>_____ Date (Area Code) Tel. No.</p> <p>_____ Person to Contact (Please Type or Print)</p>							
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 10-1) 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.

**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.

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

SAMPLE

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



DEPARTMENT OF PUBLIC WORKS

Matt Machado, PE
Director

Laurie Barton, PE
Deputy Director, Engineering/Operations

Diane Haugh
Assistant Director, Business/Finance

Engineering & Operations Division
1716 Morgan Road, Modesto, CA 95358
Phone: 209-525-4130; Fax: 209-525-4140
Email: publicworks@stancountyt.com

ADDENDUM NO. 1

TO NOTICE OF REQUEST FOR QUALIFICATIONS AND REQUEST FOR PROPOSALS

Request for Qualifications for All-Inclusive Environmental Services on Various Projects Within Stanislaus County

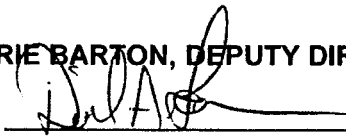
And

Request for Proposals for Claribel Road Widening Project All-Inclusive Environmental Services

IN

STANISLAUS COUNTY

LAURIE BARTON, DEPUTY DIRECTOR

for. By: 

Date: December 8, 2010

For Bids Due: December 15, 2010 5:00 PM

RFQ for All-Inclusive Environmental Services on Various Projects Within Stanislaus County and RFP for Claribel Road Widening Project All-Inclusive Environmental Services

ADDENDUM NO. 1
Page 1 of 6

ADDENDUM NO. 1

FOR THE: RFQ for All-Inclusive Environmental Services on Various Projects Within Stanislaus County and RFP for Claribel Road Widening Project All-Inclusive Environmental Services
FOR BIDS DUE: December 15, 2010
DATE: 12/08/10

TO ALL CONSULTANTS:

THE FOLLOWING CHANGES AND ADDITIONS ARE HEREBY MADE A PART OF THE REQUEST FOR PROPOSAL AND SHALL BE USED IN PREPARATION OF THE PROPOSAL SUBMITTED FOR THE WORK.

RESPONSES TO INQUIRIES

1. *"Part II of the RFP states that the environmental document will need to meet both CEQA and NEPA requirements. Does the County anticipate the use of federal funds for the Claribel Road Widening project, which would trigger NEPA review? If so, who will be the NEPA lead agency for the project?"*

RESPONSE: This project has various funding sources, including local funds; CMAQ and STIP. As such, both NEPA and CEQA will be required. Caltrans will be the NEPA lead agency.

2. *"If the County is not anticipating the use of federal funds for the project, is there another aspect of the project that is triggering the need for NEPA review (such as Federal permits for replacement of the bridge crossing)?"*

RESPONSE: See answer to question 1.

3. *"Part II of the RFP states that the anticipated level of environmental review consists of an Initial Study and Mitigated Negative Declaration. Would the County like for NEPA review (e.g. Environmental Assessment) to be included in the proposal as a combined document with the IS/MND or identified as a separate optional task?"*

RESPONSE: Since a portion of this project is funded by federal funds, NEPA is required. However, for the purpose of clarity, it would be beneficial for NEPA to be identified as a separate task.

4. *"Part II of the RFP identifies replacement of the Modesto Irrigation District Bridge crossing as part of the project description. However, the map included with the RFP shows a second canal crossing along Coffee Road. Does the County anticipate any improvements or replacements at the second MID crossing or only at the main crossing along Claribel Road?"*

RESPONSE: At this point the County is not certain if the canal improvements at Coffee Road will be required. The environmental consultant shall include potential canal improvements at Coffee Road in their scope of work. All environmental work related to the canal crossing at Coffee Road shall be shown separately as optional task.

5. *"Is the Project being funded by Federal monies (either partially or in-whole)?"*

RESPONSE: Refer to answer for question #1 above.

6. *"What is the County's budget for environmental services for this Project?"*

ADDENDUM NO. 1

FOR THE: RFQ for All-Inclusive Environmental Services on Various Projects Within Stanislaus County and RFP for Claribel Road Widening Project All-Inclusive Environmental Services
FOR BIDS DUE: December 15, 2010
DATE: 12/08/10

RESPONSE: Yes the County has developed an internal budget for the environmental work related to this project. However, it is important to stress that the budget for environmental services will not have any impact on the consultant selection process. This project will be awarded to the most qualified consultant.. The fee proposal is to be included in separate sealed envelope that will only be opened after the consultant is selected. Negotiations will then commence on the fee proposal.

7. *“Is there a Conceptual Design of the Project available for review?”*

RESPONSE: No.

8. *“Does the County own the lands in which the Project will occur? Will right-a-way acquisition be required as part of the widening Project? If so, is there an Exhibit that illustrates Property Ownership?”*

RESPONSE: Yes, there will be a need for some additional right-of-way acquisition on this project. A Project Footprint Map was previously included with the RFP. Refer to that exhibit for right-of-way acquisition question.

9. *“Will improvements at the Intersection of McHenry Avenue/Claribel Road be required? Will Caltrans review/approval and Encroachment Permits be required as part of the Project?”*

RESPONSE: No improvements at intersection with McHenry Avenue will be required. Therefore, no encroachment permit will be necessary.

10. *“Will the Consultant or County be responsible for public noticing requirements and tasks (i.e. posting and distribution of Notice of Completion, Notice of Intent, and Notice of Determination)?”*

RESPONSE: This will be consultant’s responsibility. At the time when a public notice will be required, the Consultant will coordinate with County. However, it is Consultants responsibility to timely and properly schedule all public notices and postings as NEPA and CEQA requires.

11. *“Has the County solicited any outside Agency review and comment on this Project (i.e. review and comments from Modesto Irrigation District, Caltrans, the San Joaquin Valley Air Pollution Control District, etc.)? If so, are copies of any comments received available for review?”*

RESPONSE: No, the County has not solicited comments from any outside agencies. It will be the responsibility of the environmental consultant to send out request for comments as CEQA and NEPA requires.

12. *“Has the design portion of the project commenced?”*

RESPONSE: No, design has not yet commenced. However, a topographical survey has been performed for this project.

ADDENDUM NO. 1

FOR THE: RFQ for All-Inclusive Environmental Services on Various Projects Within Stanislaus County and RFP for Claribel Road Widening Project All-Inclusive Environmental Services
FOR BIDS DUE: December 15, 2010
DATE: 12/08/10

13. *"Are there any previous environmental documents available (i.e., PEAR or PES)?"*

RESPONSE: A P.E.S. (Preliminary Environmental Study) has been prepared for this project and submitted to Caltrans. However, it is not available at this time because it has not yet been approved by Caltrans.

14. *"Are any other environmental studies available to review?"*

RESPONSE: No. However, City of Modesto has previously put together an Environmental Impact Report for its Master Development plan. The County is not sure if this report has any relevance to this project. However, it might be beneficial for the Consultant to contact City of Modesto and conduct their own research.

15. *"Will a traffic study be conducted under separate cover from the Environmental or do we need to assume a traffic study?"*

RESPONSE: All traffic studies will be the responsibility of Stanislaus County Traffic Department.

16. *"Will a water/storm water report be conducted under separate cover from the Environmental or do we need to assume a water/storm water report?"*

RESPONSE: Water Pollution Control (WPC), (SWPPP) will be the responsibility of Stanislaus County Public Works Department.

17. *"Has a Project Report been developed?"*

RESPONSE: Yes, Stanislaus County has prepared a preliminary Project Design Study Report.

18. *"When are the project plans anticipated to be completed?"*

RESPONSE: Preliminary project schedule was provided with RFP. The project design is anticipated to be completed by July 2012.

19. *"Are there alternative alignments/design concepts under consideration?"*

RESPONSE: Yes, the Project Design Study Report considers project alternatives will and project alternatives will be considered through the environmental process.

20. *"The schedule in the RFP show completion of the Environmental by November 2011, has this changed since the start date is changing from July 2010 to January/February 2011?"*

RESPONSE: The environmental target date has changed. All Environmental work and permits should be completed by May 2012.

ADDENDUM NO. 1

FOR THE: RFQ for All-Inclusive Environmental Services on Various Projects Within Stanislaus County and RFP for Claribel Road Widening Project All-Inclusive Environmental Services

FOR BIDS DUE: December 15, 2010

DATE: 12/08/10

21. *"What is the funding sunset date and, if nearing, has the County already made a request for an extension?"*

RESPONSE: The funding is not due to sunset for a long time.

22. *"Is this considered a low bid proposal?"*

RESPONSE: No this is not low bid proposal. The Fee Proposals will be submitted in separate sealed envelope. The County will select environmental consultant for this project based on qualifications and compliance with proposal requirements. However, the County does have an internal budget; negotiations should be expected with the winning consultant.

23. *"In the SOQ I contents and requirements for developing a list of qualified consultants, the RFQ asks a listing of three completed similar projects under No. 2-e, Firm Experience, and a minimum of three project descriptions under No. 6. Is the listing of projects limited to three or a minimum of three (and are these redundant requests)?"*

RESPONSE: Yes these requests are redundant. A minimum of the projects must be provided.

24. *"Other than Project Manager and Back-Up Project Manager, what other staff does the County consider a "key team member" for purposes of including individual references? Also, can we combine all the reference requests into a single table that provides the project, reference and associated key staff members?"*

RESPONSE: Yes, it seems to be a good idea to provide a supplemental table with all information related to references in one place. Only positions specified in RFP require references.

25. *"I wanted to confirm whether the following services have already been completed or will need to be included as part of the proposal: Engineering, Utilities/Infrastructure, Stormdrain / Hydraulics, Right-of-way, Relocations, Traffic. Have any other preliminary environmental studies been prepared that we may obtain a copy of?"*

RESPONSE: County will be responsible for all engineering, utilities, infrastructure, storm drain, hydraulics, right-of-way, relocations and traffic. In reference to other preliminary environmental studies, see answer to question #14.

26. *"Do you intend to include all qualified environmental consultants on your distribution list for future RFPs or do you intend to limit the list to a certain number?"*

RESPONSE: Yes, the County intends to include all qualified consultants on the distribution list for future RFP's.

27. *"Because the RFQ does not list specific projects (except for the Claribel Road Widening Project), it will be necessary to estimate the participation of DBEs. Is it acceptable to report a goal of greater than 3.1 percent?"*

ADDENDUM NO. 1

FOR THE: RFQ for All-Inclusive Environmental Services on Various Projects Within Stanislaus County and RFP for Claribel Road Widening Project All-Inclusive Environmental Services

FOR BIDS DUE: December 15, 2010

DATE: 12/08/10

RESPONSE: Yes

28. *“How many firms received the RFQ/RFP?”*

RESPONSE: The County distributes RFP's through Valley Reprographics. Any qualified firm that wishes to submit proposal may do so. Contact Valley Reprographics for the information on companies that obtained a copy of RFP documents.

29. *“Is the cover letter considered part of the 10 page limit?”*

RESPONSE: No.



DEPARTMENT OF PUBLIC WORKS

Matt Machado, PE
Director

Laurie Barton, PE
Deputy Director, Engineering/Operations

Diane Haugh
Assistant Director, Business/Finance

Engineering & Operations Division
1716 Morgan Road, Modesto, CA 95358
Phone: 209-525-4130; Fax: 209-525-4140
Email: publicworks@stancounty.ca.gov

ADDENDUM NO. 2

TO NOTICE OF REQUEST FOR QUALIFICATIONS AND REQUEST FOR PROPOSALS

Request for Qualifications for All-Inclusive Environmental Services on Various Projects Within Stanislaus County


And

Request for Proposals for Claribel Road Widening Project All-Inclusive Environmental Services

IN

STANISLAUS COUNTY

LAURIE BARTON, DEPUTY DIRECTOR

for: By:  _____

Date: December 9, 2010

For Bids Due: December 15, 2010 5:00 PM

RFQ for All-Inclusive Environmental Services on Various Projects Within Stanislaus County and RFP for Claribel Road Widening Project All-Inclusive Environmental Services

ADDENDUM NO. 2
Page 1 of 3

ADDENDUM NO. 2

FOR THE: RFQ for All-Inclusive Environmental Services on Various Projects Within Stanislaus County and RFP for Claribel Road Widening Project All-Inclusive Environmental Services
FOR BIDS DUE: December 15, 2010
DATE: 12/09/10

TO ALL CONSULTANTS:

THE FOLLOWING CHANGES AND ADDITIONS ARE HEREBY MADE A PART OF THE REQUEST FOR PROPOSAL AND SHALL BE USED IN PREPARATION OF THE PROPOSAL SUBMITTED FOR THE WORK.

RESPONSES TO INQUIRIES

1. *“Are you hoping to receive SOQs from small specialized consultants as well as larger firms which provide more general CEQA/NEPA documentation? For instance, we are a small cultural resources consulting firm (archaeology and paleontology) and we were wondering if we should submit individually or find a team.”*

RESPONSE: For Part I, a specialized consultant may submit SOQ for their specific area of expertise. However, if a specialized consultant wishes to team-up with other specialized consultants in order to submit project specific proposal (Part II) then all individual specialized consultants, that make up proposal team for Part II, are required to submit individual SOQ's.

For project specific proposal (Part II), ultimately the County is looking for a consultant (or team of consultants) that are capable of delivering a **complete** environmental package. Therefore, a consultant (or team of consultants) should be capable of performing all necessary functions related to environmental compliance and permits.

2. *“Have any preliminary site assessments been conducted thus far for the project site (i.e., preliminary haz mat, bio resources identification, historic property identification, etc.)? If so, are they available for proposers' information?”*

RESPONSE: No preliminary assessments have been yet performed. See answer to question #4.

3. *“Do you anticipate any residential or commercial relocations as part of the project?”*

RESPONSE: There is a potential for residential and commercial relocations.

4. *“Would the County like for the environmental consultant to provide the preliminary Haz Mat investigation as part of its scope of services, or will that information be provided under the Geotech or Design Engineer's scope of work?”*

RESPONSE: The County will have an agreement with geotechnical consultant to perform Phase I Environmental Site Assessment for this project.

5. *“The RFP mentions NEPA compliance. What specifically would trigger NEPA? If it would be federal funding, does the County have funding currently programmed, and, if so, what is the funding source? If funding is not currently programmed, what funding source does the County anticipate/hope for federal funds from?”*

RESPONSE: Yes, there are federal funds programmed to fund a portion of this project. This triggers NEPA compliance. At this time a portion of this project is projected to be funded by CMAQ funds.

ADDENDUM NO. 2

FOR THE: RFQ for All-Inclusive Environmental Services on Various Projects Within Stanislaus County and RFP for Claribel Road Widening Project All-Inclusive Environmental Services
FOR BIDS DUE: December 15, 2010
DATE: 12/09/10

6. *“What environmental permits do you anticipate for this project?”*

RESPONSE: It is the responsibility of the environmental consultant to identify **all** potential environmental permits that might be required for this project. The consultant is to tabulate all tasks related to individual permits in their proposal for this project. Some examples of the potential agencies that might require permits include but not limited to U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California Department of Fish and Game, etc.

7. *“Page 8, second paragraph. Why a Professional "Design" Services Agreement, with reference to Senate Bill No. 972? Environmental consultants (CEQA and NEPA) are not design consultants, as we have no participation in the design of the projects.”*

RESPONSE: The sample consultant agreement that was attached with RFP is a standard County template for design services agreement and is currently being revised to include SB No. 972 related information and only applies to consultants that provide professional services.

8. *“What is the level of involvement of Caltrans in the Claribel Road Widening project?”*

RESPONSE: Caltrans will be the lead agency for NEPA compliance, while the County will be lead agency for CEQA compliance.

9. *“Please clarify submittal requirements for forms 10-O1.”*

RESPONSE: Consultants that only wish to submit SOQ (Part I) are not required to submit 10-O1 forms. However, 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 (Part II), only the selected consultant will be required to submit Good Faith Efforts documentation.



DEPARTMENT OF PUBLIC WORKS

Matt Machado, PE
Director

Laurie Barton, PE
Deputy Director, Engineering/Operations

Diane Haugh
Assistant Director, Business/Finance

Engineering & Operations Division
1716 Morgan Road, Modesto, CA 95358
Phone: 209-525-4130; Fax: 209-525-4140
Email: publicworks@stacountyf.com

ADDENDUM NO. 3

TO NOTICE OF REQUEST FOR QUALIFICATIONS AND REQUEST FOR PROPOSALS

Request for Qualifications for All-Inclusive Environmental Services on Various Projects Within Stanislaus County

And


Request for Proposals for Claribel Road Widening Project All-Inclusive Environmental Services

IN

STANISLAUS COUNTY

DAVID KEAMON, SENIOR ENGINEER

By: _____



12/14/10

Date: December 14, 2010

For Bids Due: December 22, 2010 5:00 PM

RFQ for All-Inclusive Environmental Services on Various Projects Within Stanislaus County and RFP for Claribel Road Widening Project All-Inclusive Environmental Services

ADDENDUM NO. 3
Page 1 of 2

ADDENDUM NO. 3

FOR THE: RFQ for All-Inclusive Environmental Services on Various Projects Within Stanislaus County and RFP for Claribel Road Widening Project All-Inclusive Environmental Services

FOR BIDS DUE: December 22, 2010

DATE: 12/14/10

TO ALL CONSULTANTS:

THE FOLLOWING CHANGES AND ADDITIONS ARE HEREBY MADE A PART OF THE REQUEST FOR STATEMENT OF QUALIFICATIONS AND PROPOSAL AND SHALL BE USED IN PREPARATION OF THE PROPOSAL SUBMITTED FOR THE WORK.

CORRECTION

The deadline for submitting Statement of Qualifications (Part I) and proposals (Part II) has been extended to 5:00 p.m., December 22, 2010.

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

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.



PARCEL	APN	SF NEEDED
A	074-015-003	112,360 SF
B	074-015-014	7,234 SF
C	074-015-015	40,997 SF
D	074-015-006	5,250 SF
E	074-015-007	73,289 SF
F	074-015-010	124,574 SF
G	074-014-010	173,259 SF
H	074-014-009	2,728 SF
I	074-014-008	14,035 SF
J	074-014-007	115,340 SF
K	083-002-001	12,273 SF
L	082-004-004	88,104 SF
M1	*M.I.D.	*5,878 SF
M2	*M.I.D.	*11,919 SF
N	082-004-038	19,934 SF
O	082-004-030	45,444 SF
P1	*M.I.D.	*4,745 SF
P2	*M.I.D.	*4,808 SF
Q	082-004-002	13,452 SF
R	082-006-006	12,636 SF
S	082-006-056	4,209 SF
T	082-006-058	4,710 SF
U	082-006-004	72,450 SF
TOTAL AREA NEEDED:		942,278 SF

NOTE 1: DOES NOT INCLUDE ACQUISITION OF UNDERLYING FEE TITLE TO 40' BACKBONE RIGHT-OF-WAY FOR CLARIBEL OR COFFEE ROADS, TO BE DETERMINED.

*NOTE 2: DOES NOT INCLUDE ACQUISITION OF M.I.D. PARCELS, TO BE DEDICATED BY M.I.D. WITHOUT PURCHASE FROM COUNTY.

LEGEND

- ← 110' PROPOSED ROW DIMENSIONS
- ← (40') EXISTING ROW DIMENSIONS
- PROPOSED ROW
- EXISTING PARCEL LINE

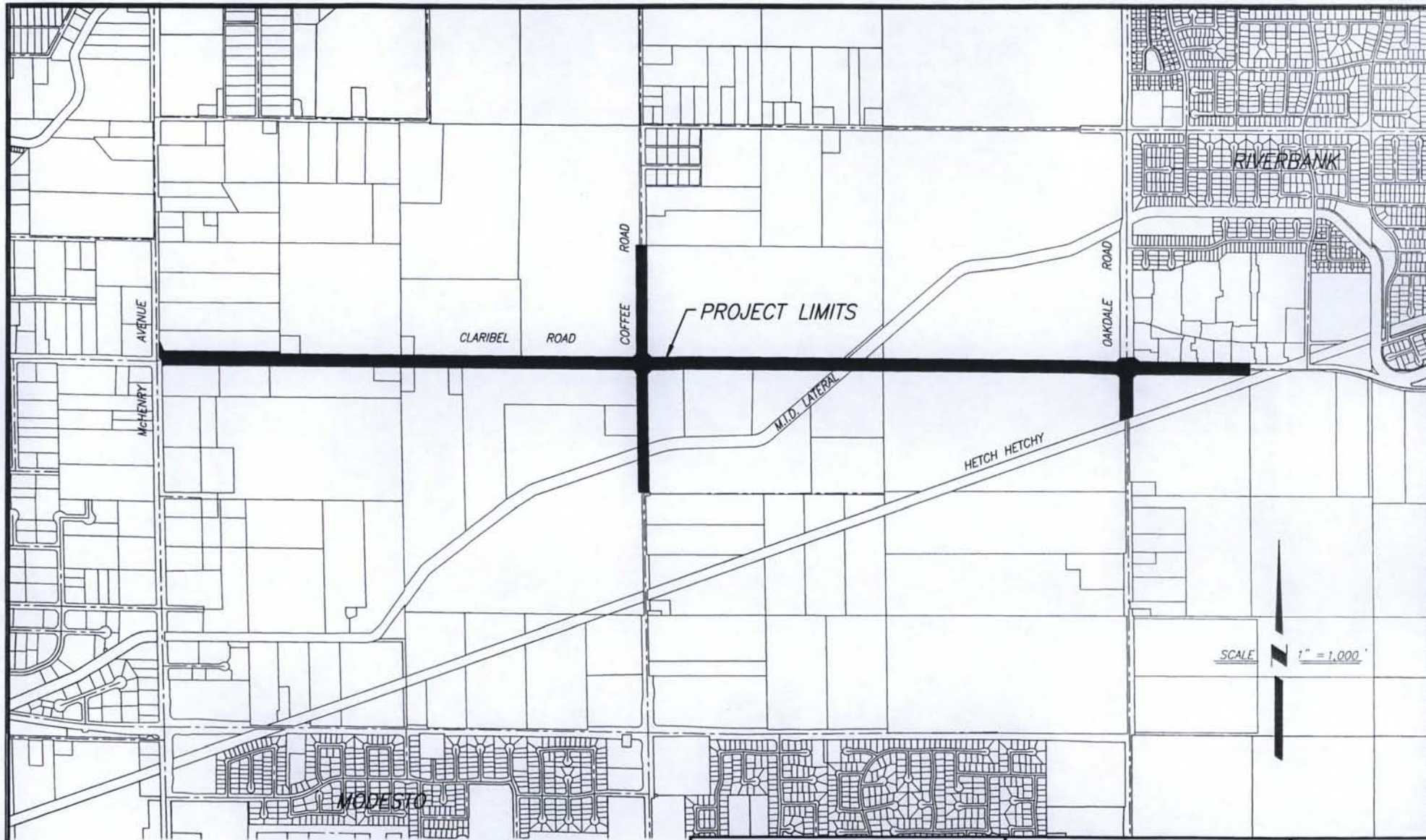
SCALE 1" = 1000'



STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING AND OPERATIONS DIVISION
1716 MORGAN ROAD - MODESTO, CA 95358

132' ROW ACQUISITION
PROJECT FOOTPRINT MAP
STANISLAUS COUNTY, CALIFORNIA

DRAWN BY: ALB/DFH
DATE: 6/15/10
SHEET: 1 OF 1
FILE:



STANISLAUS COUNTY
 DEPARTMENT OF PUBLIC WORKS
 ENGINEERING AND OPERATIONS DIVISION
 1716 MORGAN ROAD - MODESTO, CA 95358

CLARIBEL ROAD WIDENING
 CLARIBEL ROAD FROM
 McHENRY RD TO OAKDALE RD
 STANISLAUS COUNTY, CALIFORNIA

DRAWN BY:	ALB/DFH
DATE:	6/7/10
SHEET:	1 OF 1
FILE:	L:\Roads\9732\Design\Draw\UtilityNotification

EXHIBIT B

CONSULTANT'S RESPONSE TO COUNTY'S REQUEST FOR PROPOSAL



SYCAMORE ENVIRONMENTAL CONSULTANTS, INC.

6355 Riverside Blvd., Suite C, Sacramento, CA 95831
916/ 427-0703 Fax 916/ 427-2175

22 March 2011

Aja Verburg, PE
Associate Civil Engineer
Stanislaus County Public Works Department
1716 Morgan Road
Modesto, CA 95358

Subject: Revised Work Plan and Budget for the Claribel Road Widening Project

Dear Ms. Verburg:

Sycamore Environmental Consultants, Inc. (Sycamore Environmental) has revised its proposed work plan Claribel Road Widening Project to include the task contained in the original work plan submitted to the County on 22 December 2010 and the additional technical studies required by the PES approved by Caltrans on 20 January 2011 with the. I will be the principal person representing our firm with authorization to execute agreements with the County Public Works Department. I can be reached at the address and telephone number listed in the letterhead or at Jeffery.Little@SycamoreEnv.com.

Yours truly,

Jeffery Little
Vice President



SYCAMORE ENVIRONMENTAL CONSULTANTS, INC.

6355 Riverside Blvd., Suite C, Sacramento, CA 95831
916/ 427-0703 Fax: 916/ 427-2175

Proposal

Claribel Road Widening Project

Environmental Studies and Permits

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Appendix A. Exhibit 10-01 and 10-02 Forms

Claribel Road Widening Project Environmental Studies and Permits Work Plan and Budget

A. Project Understanding

The Claribel Road Widening Project will receive federal funding and Caltrans District 10 Local Assistance is responsible for the NEPA oversight. The Claribel Road Widening Project proposes to improve approximately 2.3 mi of the Claribel Road corridor from Oakdale Road to State Highway 108 (McHenry Avenue) in Stanislaus County, California. Improvements include widening Claribel Road, signalization of the intersection at Coffee Road, replacement of Modesto Irrigation District bridge crossing, and the construction of a Class I bike path along the Claribel corridor. As part of the County's responsibility for safety, operational conditions, maintenance, and upgrade to the County roadway network, improvements to the Claribel corridor is required. The purpose of the Project is to designate a corridor to accommodate east/west interregional traffic between the cities of Riverbank, Modesto, Oakdale, and Stanislaus County and to State Highway 108 (McHenry Avenue).

Since submittal of our original proposal (22 December 2010) and selection by the County to work on this project the approved PES (dated 20 January 2011) was received. In the approved PES Caltrans indicates that additional technical studies and environmental documentation are required. Sycamore provided the County with an updated work plan and budget, based on the approved PES, on 4 March 2010. This work plan includes both the original tasks (Section B) and addresses the additional new items (Section C) required by the approved PES.

Table 1 compares the tasks and costs associated with the original work plan (Section B of this document) to the costs of the work plan derived from the approved PES.

The original work plan assumed that an IS/ MND would be the appropriate CEQA document and that Caltrans would process the project under a NEPA CE. According the approved PES Caltrans has determined that the appropriate NEPA document for the proposed project is an EA. If the project were to require an EA then it would be appropriate to prepare a combined NEPA/ CEQA document, in this case an EA/ IS-MND. This work plan provides a cost for a CEQA only document (Task 7, Section B) and also a combined NEPA/ CEQA (Additional Technical Study 6, Section C).

We understand that the County has retained the services of Judith Buehe Communications to handle public relations and implement a community outreach program. We will coordinate with Ms. Buehe as needed throughout the environmental process.

Table 1. Scope Comparison.

22 December 2010 Work Plan		Work Plan based on Approved PES ¹ (tasks in italics as per approved PES)	
Task	Cost	Task	Cost
Task 01- Area of Potential Effect Map ²	\$1,010	Task 01-Natural Environment Study Report	\$11,150
Task 02-Natural Environment Study Report	\$11,150	Task 02-Preliminary Jurisdictional Delineation Report	\$5,870
Task 03-Preliminary Jurisdictional Delineation Report	\$5,870	<i>Task 03-Biological Assessment Report</i>	\$6,000
Task 04-Archeological Survey Report & Historic Property (ASR, HPSR)	\$12,851	Task 04-Area of Potential Effect (APE) Map	\$1,010
Task 05-Historic Resources Evaluation Report (HRER)	\$20,370	Task 05-Archeological Survey Report & Historic Property (ASR, HPSR)	\$13,271
Task 06-Noise Study	\$8,390	Task 06-Historic Resources Evaluation Report (HRER)	\$20,710
Task 07-CEQA IS-ND	\$6,780	Task 07-Noise Study	\$10,230
Task 08-Permit Applications	\$6,245	<i>Task 08-Air Quality Study</i>	\$8,370
Task 09-Meetings & Coordination	\$5,900	<i>Task 09-Initial Site Assessment (Phase I)</i>	\$15,460
Sycamore Environmental Direct Expenses	\$2,954	<i>Task 10-Abbreviated Visual Impact Assessment</i>	\$5,580
		<i>Task 11-Community Impact Assessment (CIA)</i>	\$10,140
		<i>Task 12-CEQA/ NEPA Documentation</i>	\$43,220
		<i>Task 13-Environmental Commitments Record</i>	\$3,780
		Task 14-Permit Applications	\$6,245
		Task 15-Meetings & Coordination	\$12,670
		Sycamore Environmental Direct Expenses	\$3,600
Total:	\$81,520.00		\$177,306.00

¹ Based on revised work plan and budget submitted to the County on 4 March 2011.

² We have omitted the Preliminary Environmental Study task and cost because the County has already received an approved PES from Caltrans dated 20 January 2011.

B. Work Plan as Described in 22 December 2010 Proposal

We have omitted the Preliminary Environmental Study task because the County has already received an approved PES from Caltrans dated 20 January 2011.

Task 1. Area of Potential Effects Map (APE)

Sycamore Environmental in coordination with Tremaine & Associates and Mead & Hunt will prepare an Area of Potential Effects (APE) map. The AutoCAD Project Boundary will form the basis for the APE Map. This task is complete when Caltrans approves and signs the APE map.

Subtasks:

- Coordinate with engineering team, County, and cultural subconsultant to determine an appropriate APE.

Deliverables:

- County Review Draft APE Map
- Completed APE Map for Caltrans Signature

Task 2. Natural Environment Study (NES) Report

The NES incorporates the results of biological studies and coordination with the resource agencies. A NES report describes the existing biological environment and how the project affects that environment and provides the technical information concerning plants, animals and natural communities occurring in the project study area. The NES report will be prepared in the current NES format.

Subtasks:

- Identify and scope project issues.
- Conduct field survey.
- Map plant communities and sensitive resource features.
- Map trees greater than five inches diameter at breast height (dbh).
- Evaluate potential project impacts.
- Prepare AutoCAD map of biological resources using County project engineer's basemap.
- Prepare avoidance, minimization, and mitigation measures as needed.
- Prepare a re-vegetation plan and contract specifications for required mitigation including any required maintenance and monitoring plan.
- Submit Draft NES report to County for review. Incorporate County comments.

Deliverables:

- County Review Draft NES Report. Two unbound copies and one electronic copy.
- Final NES Report. Five bound copies and one electronic copy.

Task 3. Wetlands Study

Sycamore Environmental will conduct a Wetlands Study of the project study area. The Wetlands Study will include a formal jurisdictional delineation of wetlands and waters of the U.S. conducted in accordance with the 1987 Corps Wetland Delineation Manual. The Jurisdictional Delineation Report will be prepared in accordance with the San Francisco District minimum standards. This task is complete when the Corps has verified the jurisdictional delineation map. This is a technical, stand alone report which is included as an appendix to the NES.

Subtasks:

- Delineate wetlands and waters of the U.S. in the project area.
- Attend field verification with Corps and revise delineation map if necessary.

Deliverables:

- County Review Draft Jurisdictional Delineation Report sent concurrently with draft NES.
- Corps Review Jurisdictional Delineation Report and Map
- Final Jurisdictional Delineation Report and Map

Task 4. Archeological Survey Report (ASR) and Historic Property Survey Report (HPSR)

Tremaine & Associates will prepare an Archeological Survey Report based on the APE map to identify archaeological resources in the study area that are eligible or potentially eligible for listing on the National Register of Historic Places or the California Register of Historical Resources. This study will support CEQA, NEPA and Section 106 of the National Historic Preservation Act (NHPA) findings.

An HPSR is a Caltrans specific report format that provides a summary of the ASR and the HRER. The HPSR will document Native American and Interested Party consultation and public participation efforts. The HPSR project description will include a detailed project description and whether the project is expected to have an effect on properties eligible for listing in the California or National Register.

Subtasks:

- Conduct a record search at the Information Center of the CHRIS.
- Review historic maps and aerials, as well as soils and geology maps.
- Consult with the Native American Heritage Commission and Native American Community.
- Conduct field surveys and record resources using APE Map. Sites and isolates will be recorded on DPR 523 Primary Record forms, photographed, and position data gathered with a hand-held GPS unit.
- Prepare avoidance, minimization, and mitigation measures.
- Prepare a draft and final ASR and HPSR for submittal to County. Respond to County comments.
- Prepare a final ASR and HPSR for submittal to Caltrans. Respond to Caltrans comments.

Deliverables:

- County Review Draft ASR and HPSR. Two unbound copies and one electronic copy.
- Caltrans Review Draft ASR and HPSR. Two unbound copies and one electronic copy.
- Final ASR and HPSR. Five bound copies and one electronic copy.

Task 5. Historic Resources Evaluation Report (HRER)

Mead & Hunt will prepare the HRER, which provides a historic context for the project area and documents the evaluation of buildings, structures, objects, districts, and cultural landscapes within the APE. The HRER will include DPR 523 Forms for each resource not exempted from evaluation under Attachment 4 of Caltrans' January 2004 Programmatic Agreement. DPR Forms will include a physical description and property history sufficient to assessment the significance and historic integrity of documented properties. The HRER will include the historic context development.

Mead & Hunt will provide the draft HRER and required supporting documentation, including DPR 523 Forms A and B, to the County for its review. Upon receipt of comments from the County, Mead & Hunt will make revisions and resubmit. Mead & Hunt will revise the HRER and supporting documentation within 30 days of receipt of comments on each draft review and provide documents to the County in electronic format. Upon approval of the HRER by the County, Mead & Hunt will provide the final HRER to the County in Microsoft Word and photographs in JPEG format on CD.

Subtasks:

- Conduct a record search at the Information Center of the CHRIS.

- Review historic maps and aeriels, as well as soils and geology maps.
- Conduct field surveys and record resources using APE Map. Record sites on DPR 523 Primary Record forms, photographed, and position data gathered with a hand-held GPS unit.
- Prepare avoidance, minimization, and mitigation measures.
- Prepare a draft and final HRER for submittal to County. Respond to County comments.
- Prepare a final HRER for submittal to Caltrans. Respond to Caltrans comments.

Deliverables:

- County Review Draft HRER. Two unbound copies and one electronic copy.
- Caltrans Review Draft HRER. Two unbound copies and one electronic copy.
- Final HRER. Five bound copies and one electronic copy.

Task 6. Noise Study

Brown-Buntin will prepare an acoustical analysis for the proposed project. This project is subject to *Caltran's Traffic Noise Analysis Protocol For New Highway Construction and Reconstruction Projects*, October, 2006. The *Protocol* sets forth specific policies and requirements for conducting highway noise analysis studies. The *Protocol* is intended to fulfill the requirements of CEQA, NEPA, Title 23 of Federal Regulations, Part 772, and Section 216 et seq. of the California Streets and Highway Code. Caltrans has also prepared a supplement to the *Protocol* called the *Technical Noise Supplement (TeNS)* which details noise analysis procedures and practices. The following work scope is intended to satisfy the requirements of the *TeNS*, the *Protocol*, and the other above-described federal and state requirements.

Subtasks:

- Conduct traffic noise level measurements and a concurrent traffic count at representative locations along the project roadway where noise-sensitive uses are located. Measured noise levels will be compared to modeled results from the FHWA Traffic Noise Model (TNM) using the observed traffic counts. The TNM may be adjusted if measured traffic noise levels substantially differ from modeled results.
- Calculate highest hourly traffic noise exposure at representative receptors in the project area for existing, future no project, and future with project traffic conditions using the TNM, adjusted as necessary. Additionally, estimate likely noise exposure due to project construction at the closest sensitive receptors.
- Compare traffic noise levels to the Noise Abatement Criteria described in the *Protocol*. If noise levels approach or exceed the criteria, or if a substantial increase in ambient noise levels is predicted, noise abatement must be considered.
- Determine if any required noise abatement is "reasonable" and "feasible" as defined by the *Protocol*. Reasonableness requires, among other factors, that any noise abatement features (e.g., sound walls) be cost-effective. The *Protocol* has a detailed procedure for determining cost-effectiveness.
- Prepare a report summarizing all data, assumptions, findings, and recommendations for noise mitigation, including mitigation of construction noise. The report will be structured in compliance with the *Protocol*.

Deliverables:

- County Review Draft Report. Two unbound copies and one electronic copy.
- Caltrans Review Draft Report. Two unbound copies and one electronic copy.
- Final Report. Five bound copies and one electronic copy.

Task 7. CEQA Documentation/ Initial Study - Negative Declaration

A Mitigated Negative Declaration (MND) is assumed under this work plan to be the likely CEQA documentation. Sycamore Environmental will review the technical studies and prepare a draft Initial Study (IS). Potential impacts will be evaluated for significance. Avoidance, minimization, and mitigation measures recommended in technical documents will be identified. This item of work is complete when the Board of Supervisors adopts the CEQA document. The County will prepare the Staff Report and publish the Notice of Intent.

Note: A task and budget to prepare a joint NEPA/CEQA document are provided in Section C.

Subtasks:

- Determine project impacts and evaluate impact significance based on the County's standards of significance using the technical studies conducted in the items of work above.
- Describe mitigation measures to reduce the significance of impacts.
- Make a CEQA document recommendation – assumed to be an MND.
- Prepare a "Notice of Intent to Adopt" for the County to post with the County Clerk. Publish it in a newspaper of record.
- Prepare Mitigation Monitoring Plan in County's format.
- Initial Study Checklist with associated impacts and mitigation measures draft for County review.
- Initial Study Checklist with associated impacts and mitigation measures Public Review draft.
- Responses and comments for Staff Report.

Deliverables:

- Initial Study Checklist with associated impacts and mitigation measures draft for County review
- Initial Study Checklist with associated impacts and mitigation measures Public Review draft
- Notice of Intent to Adopt a Mitigated Negative Declaration
- Mitigation Monitoring Plan
- Responses and comments for Staff Report (Letter or email)

Task 8. Permit Applications

Sycamore Environmental will prepare applications for resource agency permits. The County will submit the current application fee. This task may not be needed.

Subtasks:

- Prepare application for a Section 404 CWA Nationwide Permit and coordinate with the Corps.
- Prepare application for a Section 401 CWA Water Quality Certification and coordinate with the Regional Water Quality Control Board.
- Prepare application for a 1602 Streambed Alteration Agreement and coordinate with DFG.

Deliverables:

- Application for a Section 404 CWA Nationwide Permit.
- Application for a Section 401 CWA Water Quality Certification.
- Application for a 1602 Streambed Alteration Agreement.

Task 9. Meetings and Coordination

Sycamore Environmental will coordinate as requested with the County and the design team to obtain or exchange data, develop design alternatives, and discuss scheduling implications of environmental regulations. Coordination will be on an as-needed basis, as requested by the County or members of the design team, to provide environmental support for the project. We will prepare status memos to assist the County to monitor project progress.

Subtasks:

- Attend one meeting with County.
- Participate in three teleconferences at County's request.
- Prepare monthly status memos during periods that Sycamore Environmental is actively involved in preparing contract deliverables. Memos will be sent to the County via email.
- Attend one Public Outreach meeting.
- Coordinate with subconsultants.

Deliverables:

- Monthly status memos via email with meeting summaries as needed.

C. Additional Technical Studies as per Approved Caltrans PES

Additional Technical Study 1. Biological Assessment Report

Caltrans could determine that formal or informal Section 7 Endangered Species Act (ESA) consultation is appropriate based on the results of the NES. The document used for ESA consultation is a Biological Assessment (BA), a document similar to the NES but focused solely on federal listed and proposed species and critical habitat. If necessary, Sycamore Environmental will prepare a BA in accordance with the SER. Chapter 14 of the Environmental Handbook Volume 1 and Chapter 4, Volume 3 (Caltrans 3 January 2003) provides the methods, procedures, and standards for a BA. The BA will be prepared using the current Caltrans format (27 August 2009). This task is complete when Caltrans accepts the BA.

Based on a preliminary review of the proposed project, it is unlikely that a BA will be needed. A final determination will be made following general biological surveys conducted under Task 1.

Subtasks:

- Prepare BA document using current Caltrans format (27 August 2009).
- Coordinate as necessary with DFG, USFWS, and NOAA Fisheries incorporate resource agency comments into the Biological Assessment.
- The Biological Assessment is specific to federally listed species and critical habitat. Species of State or local importance are not addressed in the Biological Assessment
- Submit Draft Biological Assessment to DOT for review.
- Incorporate DOT comments and submit Caltrans review draft Biological Assessment to DOT for submittal to Caltrans.
- Incorporate Caltrans comments and submit Final Biological Assessment to DOT for submittal to Caltrans.
- Caltrans to initiate formal or informal section 7 Endangered Species Act consultation based on the Final Biological Assessment.

Deliverables:

- County Review Draft Biological Assessment. Two unbound copies and one electronic copy.
- Caltrans Review Draft Biological Assessment. Five bound copies (County to submit three copies to Caltrans) and one unbound camera-ready copy.
- Final Biological Assessment.

Additional Technical Study 2. Air Quality Study

Sycamore Environmental will prepare an Air Quality Study report (AQS) for the proposed project using the Caltrans Air Quality Conformity Analysis report format. The AQS will be consistent with the Caltrans Environmental Handbook Volume I, Chapter 11 (Air Quality), Caltrans transportation project level CO protocol, EPA Fugitive Dust Conformity Rule, FHWA's mobile source air toxics (MSAT) guidance, and the San Joaquin Valley Air Pollution Control District (SJVAPCD) Air Quality Guidelines. The proposed project is a Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Section 6005 project. Section 6005 projects require that FHWA make air quality conformity determinations. Note: Caltrans cannot approve the final NEPA document until the FHWA issues the air quality conformity determination.

Subtasks:

- Meteorological and air quality data for the project area will be obtained from the SJVAPCD and used to describe the existing ambient air quality in the project area.
- Traffic data needed for air quality modeling will be obtained from the County.
- Existing air quality management efforts will be discussed.
- Potential air quality impacts of the proposed project including long-term particulate matter concentrations, mobile source air toxics (MSAT), and carbon monoxide will be evaluated using various models.
- Evaluate potential project impacts as they relate to green house gasses and climate change.
- Prepare potential avoidance, minimization and/or mitigation measures.
- Summarize the results of air quality analyses in a AQS using the Caltrans Air Quality Conformity Analysis report format.

Deliverable:

- County Review Draft AQS Report. Two unbound copies and one electronic copy.
- Caltrans Review Draft AQS Report. Two unbound copies and one electronic copy.
- Final AQS Report. Five bound copies and one electronic copy.

Additional Technical Study 3. Initial Site Assessment (Phase I)

The Westmark Group will perform an Initial Site Assessment (ISA) for the proposed project. The ISA will be performed using the methods described in American Society for Testing and Materials (ASTM) Standard E 1527 as applicable. The Westmark Group assume adjacent property structures on at least two parcels proposed for right of way acquisition are within the right of way acquisition area, and that extra coordination with the County or property owners will be required to gain access to the properties and structures for the required site visit observations on these properties. The cost for this task includes lien searches for 23 properties where right of way acquisitions are proposed for the project. If the County provides title reports for each of the properties proposed for right of way acquisition, approximately \$3,000 can be deducted from the proposed cost.

Subtasks:

- Conduct a site visit to observe physical conditions at the subject property or adjacent properties that may indicate environmental concerns.
- Review historical documents/photographs of the subject property (aerial photographs, fire insurance maps, USGS topographic maps, title records, etc.) and conducting interview(s) with people knowledgeable about the subject property, including residents, local fire agencies, and environmental agencies
- Perform a review of regulatory agency listings/environmental records databases and reviewing historical use information.
- Prepare an ISA report presenting assessment documentation, findings and opinions regarding the impact on the property of known or suspect environmental conditions associated with the property, and conclusions summarizing recognized environmental conditions associated with the property or surrounding properties. In addition, recommendations for any appropriate site investigations will be included in the report should suspect or recognized environmental conditions be identified.

Deliverable:

- ISA Report.

Additional Technical Study 4. Abbreviated Visual Impact Assessment

Sycamore Environmental will prepare an Abbreviated Visual Impact Assessment (VIA) to evaluate changes to the visual environment resulting from the proposed project. The report will describe project features, impacts, and mitigation measures in accordance with "Visual Impact Assessment for Highway Projects" (FHWA 1981). This task is complete when Caltrans approves the Abbreviated VIA.

Subtasks:

- Describe project features in coordination with design team.
- Describe project impacts.
- Describe mitigation measures in coordination with design team.
- Prepare Abbreviated Visual Impact Assessment County review draft.
- Incorporate County comments and prepare Abbreviated Visual Impact Assessment Caltrans review draft for County submittal to Caltrans.
- Incorporate Caltrans comments and prepare Abbreviated Visual Impact Assessment Caltrans final report for County submittal to Caltrans.

Deliverables:

- County Review Draft Abbreviated Visual Impact Assessment. Two unbound copies and one electronic copy.
- Caltrans Review Draft Abbreviated Visual Impact Assessment. Two unbound copies and one electronic copy.
- Final Abbreviated Visual Impact Assessment. Five bound copies and one electronic copy.

Additional Technical Study 5. Community Impact Assessment (CIA)

As indicated on the signed PES Caltrans has determined that a Community Impact Assessment (CIA) is required for the proposed project. In accordance with Caltrans Environmental Handbook Volume 4, Community Impact Assessment (1997), the CIA study/ document need only address those community impact issues relevant to the proposed project. In the signed PES Caltrans identified the need to address potential relocation impacts, land use and community impacts, and farmlands. As part of the farmland component of the CIA report Form AD 1006, which assess farmland impacts, must be completed in coordination with the Natural Resources Conservation Service (NRCS). Under this task Sycamore Environmental will prepare a CIA report and Form AD 1006.

Subtasks:

- Coordinate with County and Caltrans on the scope of issues addressed in the CIA report.
- Delineate the CIA study area.
- Prepare County review draft CIA Report as described in Caltrans Environmental Handbook Volume 4, Community Impact Assessment (1997).
- Prepare Form AD 1006 and coordinate with County, Caltrans, and the Natural Resources Conservation Service (NRCS).
- Incorporate County comments and prepare Caltrans review draft CIA Report/ Form AD 1006 for County submittal to Caltrans.
- Incorporate Caltrans comments and prepare Caltrans final CIA/ Form AD 1006 Report for County submittal to Caltrans.

Deliverables:

- County Review Draft CIA Report/ Form AD 1006. Two unbound copies and one electronic copy.
- Caltrans Review Draft CIA Report/ Form AD 1006. Two unbound copies and one electronic copy.
- Final CIA Report/ Form AD 1006. Five bound copies and one electronic copy.

Additional Technical Study 6. CEQA/ NEPA Documentation

The Caltrans approved PES for the proposed project indicates that and appropriate NEPA documentation is a routine Environmental Assessment (EA). An Initial Study (IS)/ Mitigated Negative Declaration (MND) is assumed under this work plan to be the likely CEQA documentation. Sycamore Environmental will review the technical studies and coordinate with the County and Caltrans to verify that a combined IS-MND/ EA is the appropriate joint CEQA/ NEPA document for the proposed project.

Sycamore Environmental will prepare a combined Draft IS/ EA using the Caltrans *Initial Study/ Environmental Assessment Annotated Outline* (revised May 2010) The Draft IS /EA will be prepared in accordance with the CEQA and NEPA Guidelines. The analysis will include defining the standards of significance, determining the significance of potential impacts, and identifying mitigation measures to reduce the significance of the impact. Sycamore Environmental will prepare responses to public and agency comments on the Draft IS- MND /EA. This task is complete when the County approves the CEQA documents and Caltrans approves the NEPA document.

Subtasks:

- Review the technical studies and coordinate with the County and Caltrans to verify that a combined IS-MND/ EA is the appropriate joint CEQA/ NEPA document for the proposed project.
- Determine project impacts and evaluate impact significance.
- Describe mitigation measures to reduce the significance of impacts.
- Prepare Administrative Draft IS-MND/ EA using Caltrans Initial Study/ Environmental Assessment Annotated Outline (revised May 2010) for County and Caltrans review. Project technical studies will be summarized as appropriate. Non-technical issues (right-of-way, etc...) will be discussed as needed. This will include a completed Caltrans Environmental Document Review Checklist form and a draft Caltrans (External Certification) Environmental Document Quality Control Review Certification.
- Prepare Public Review Draft IS-MND/ EA for circulation. This document will address County and Caltrans comments on the Administrative Draft IS-MND/ EA.
- Prepare Notice of Intent to Adopt (this satisfies the NEPA Notice of Availability requirement).
- Prepare Final IS-MND/ EA in accordance with Caltrans *Initial Study/ Environmental Assessment Annotated Outline* (revised May 2010). This will include a completed Caltrans Environmental Document Review Checklist form and a draft Caltrans (External Certification) Environmental Document Quality Control Review Certification.
- Prepare County/ Caltrans review draft response to up comments for up to 10 substantive comments.
- Prepare final response to comments
- Prepare Mitigation Monitoring Plan in County's format.

Deliverables:

- Administrative Review Draft IS-MND/ EA for County and Caltrans review. Two unbound copies and one electronic copy.
- Public Review Draft IS-MND/ EA Public Review draft. Twenty bound copies for State Clearinghouse. Two bound copies for County and Caltrans and one electronic copy.
- Notice of Intent to Adopt a IS-MND/ EA
- Final IS-MND/ EA. Five bound copies for County and Caltrans and one electronic copy.
- Two Caltrans Environmental Document Review Checklists
- Two Draft (External Certification) Environmental Document Quality Control Review Certification forms
- County review draft response to comments. Two unbound copies and one electronic copy.
- Caltrans review draft response to comments. Five unbound copies and one electronic copy.
- Final responses to comments
- Mitigation Monitoring Plan

Additional Technical Study 7. Environmental Commitments Record

Sycamore Environmental will compile and maintain the Environmental Commitments Record for the biological and cultural phases of the Project and respond to County/Contractor questions about the Environmental Commitments Record. The Environmental Commitments Record will contain avoidance, minimization, and mitigation requirements from the Final IS-MND/ EA and permits.

Deliverables:

- Environmental Commitments Record

Additional Technical Study 8. Permit Applications

Sycamore Environmental will prepare applications for resource agency permits as needed. The County will submit the current application fee. The need for this task will be determined once the technical studies are complete.

Subtasks:

- Prepare application for a Section 404 CWA Nationwide Permit and coordinate with the Corps.
- Prepare application for a Section 401 CWA Water Quality Certification and coordinate with the Regional Water Quality Control Board.
- Prepare application for a 1602 Streambed Alteration Agreement and coordinate with DFG.

Deliverables:

- Application for a Section 404 CWA Nationwide Permit.
- Application for a Section 401 CWA Water Quality Certification.
- Application for a 1602 Streambed Alteration Agreement.

D. Project Schedule

The following schedule assumes that the County has sufficient project design, such as geometrically approved design available at the commencement of the contract. This schedule addresses the original work plan dated 22 December 2010.

Task	Schedule/ Duration
Task 1. PES & APE	
County Review Draft PES & APE	April 2011
Final PES & APE	May 2011
Task 2. NES	
Field Work	Conduct in May 2011 to coincide with evident and identifiable period of special-status plants in area
County Review Draft NES	June 2011
Caltrans Review Draft NES	July 2011
Final NES	2 weeks <u>after</u> comments are received from Caltrans (assume 8 week review by Caltrans) – November 2011
Task 3. Wetlands Study	
Review Drafts & Final	Concurrent with NES
Task 4. ASR & HPSR	
Review Drafts	10 weeks from notice to proceed
Review Final	2 weeks after comments are received from Caltrans
Task 5. HRER	
Review Drafts	6 weeks after receipt of roadway improvement plans
Review Final	2 weeks after comments are received from Caltrans
Task 6. Noise Study	
Review Drafts	10 weeks from notice to proceed
Review Final	2 weeks after comments are received from Caltrans
Task 7. CEQA IS-MND	
County Review Draft IS-MND	4 weeks (this task will commence after Caltrans accepts the NES and cultural studies)
Public Review Draft IS-MND And Notice of Intent	2 weeks (1 week County review; 1 week to incorporate changes)
Responses to Comments	2 weeks after 30 day public circulation
Task 8. Permit Applications	
404 Nationwide Permit Notification	4 weeks for application (this task will commence after CEQA and NEPA are complete)
401 Permit Application	4 weeks for application (this task will commence after CEQA and NEPA are complete)
1600 Streambed Alteration Agreement Application	4 weeks for application (this task will commence after CEQA and NEPA are complete)
Task 9. Meetings and Coordination	
	On-going for duration of project

E. Assumptions

- County to provide a project description of the evaluated alternatives and select a preferred alternative.
- County to secure Right-of-Entry for the study duration.
- County to provide AutoCAD basemap of project study area.
- County to provide plan and profile drawings of the project. County designates horizontal and vertical road alignments, limits of roadway and driveway improvements and cut/fill slopes.
- County to determine the limits of retaining walls, and utility relocates which are necessary for impact evaluation in the NES.
- County to provide the Caltrans format Initial Site Assessment.
- County to provide the traffic study.
- Sycamore Environmental will consult with County and design team to obtain data and to coordinate on questions.
- Protocol U.S. Fish and Wildlife surveys are not included in this scope.
- Biological studies will be conducted according to the project schedule.
- County to provide Sycamore Environmental with a current sample CEQA Initial Study to be used as a format for the Initial Study for this project.
- Sycamore Environmental will submit the Jurisdictional Delineation to the Corps for verification attached to a Nationwide Permit pre-construction notification.
- Sycamore Environmental will prepare the Notice of Intent (NOI) to adopt a Mitigated Negative Declaration. County will prepare the staff report, recommendations, and findings for the Board of Supervisors.
- County to provide permit application fees.
- Preparation of an EIS or EIR is not included in this scope of work.

Appendix A.
Exhibit 10-01 and 10-02 Forms

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: Stanislaus County, Claribel Road Widening Project

PROJECT DESCRIPTION: Project specific environmental Agreement – road improvements, widening and signalization

PROPOSAL DATE: 22 December 2010

PROPOSER'S NAME: Sycamore Environmental Consultants, Inc.

CONTRACT UDBE GOAL (%): 3.6%

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
Task 4	Cultural Resources	31037, 1/1/2013	Tremaine & Associates, Inc. 850 Stillwater Rd, Ste 1 West Sacramento, CA 95605 916-376-0656	6.5%

For Local Agency to Complete:

Local Agency Proposal Number: _____

Federal-Aid Project Number: _____

Federal Share: _____

Proposal Date: 22 December 2009

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

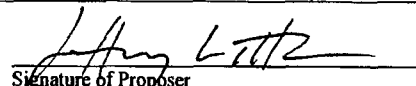
Print Name
Local Agency Representative

Signature

Date

(Area Code) Telephone Number: _____

Total Claimed UDBE Commitment 6.5%


Signature of Proposer

28 March 2011 (916) 427-0703
Date (Area Code) Tel. No.

Jeffery J. Little, Vice President
Person to Contact (Please Type or Print)

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

Distribution: (1) Original - Local agency files

BUSINESS ENTERPRISE CERTIFICATE

TREMAINE & ASSOCIATES INC

859 STILLWATER ROAD., SUITE 1
WEST SACRAMENTO, CA 95605

Owner: KIM TREMAINE

Business Structure: CORPORATION

STATE WOMEN BUSINESS ENTERPRISE

This certificate acknowledges that said firm is approved by the California Department of Transportation as a State Minority Business Enterprise or State Women Business Enterprise (or in some cases both) in accordance with Assembly Bill Number 486, Chapter 1329 and the California Public Code, Chapter 2.5 (commencing with Section 2050), for the following NAICS codes:

712120	Historical Sites
541618	Other Management Consulting Services
* 541990	All Other Professional, Scientific, and Technical Services
541720	Research and Development in the Social Sciences and Humanities
541360	Geophysical Surveying and Mapping Services
541620	Environmental Consulting Services

* Indicates primary NAICS code

CERTIFYING AGENCY:
DEPARTMENT OF TRANSPORTATION
1823 14TH STREET, MS 79
SACRAMENTO, CA 95814 0000
(916) 324-1700

Firm Number : 31037
Renewal Date : January 1, 2013



Janice Salais, CERTIFYING AGENCY REPRESENTATIVE

December 17, 2010

CALIFORNIA UNIFIED CERTIFICATION PROGRAM (CUCP)



DEPARTMENT OF TRANSPORTATION

CIVIL RIGHTS - MS 79
1823 14th STREET
SACRAMENTO, CA 95814

PHONE: (916) 324-1700
Toll Free (866) 810-6346
FAX : (916) 324-1862
TTY: (916) 324-2252

CERTIFIED MAIL RETURN RECEIPT REQUESTED

November 30, 2007

Mr. Jeremy Westmark
The Westmark Group
3642 North Rancho Drive, Suite 102
Las Vegas, NV 89130

File Number: 36576

Dear Mr. Westmark:

We are pleased to advise you that after careful review of your application and supporting documentation, the California Department of Transportation (Department) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE), as required under the U. S. Department of Transportation (U.S. DOT), Code of Federal Regulations (CFR) 49, Part 26, as amended.

Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific areas of expertise that you have identified on the business service form for contracting opportunities:

NAICS Category Codes

541620

562910

Description

Environmental Consulting Services

Remediation Services

Work Category Codes

C8700

I8990

Description

Consultant

Services, Not Elsewhere Classified

Your DBE certification is effective for five years until December 1, 2012 and applies only for the above codes. Any additions and revisions must be submitted to the Department for review and approval.

Near the five-year certification period, your entire file will be reviewed in order to ascertain continued DBE certification status. You will be notified of the pending DBE status review and any documentation updates necessary several weeks prior to the renewal due date.

The Regulations also require annual updates during this five-year period. In order to assure continuing DBE status, you must submit annually a No Change Declaration form (which will be sent to you), along with supporting documentation. Based on your annual submission that no change in ownership and control has occurred, or if changes have occurred, they do not affect your firm's DBE standing, the DBE certification of your firm will continue until the three-year certification period.

Also, should any changes occur that could affect your certification status prior to receipt of the DBE Declaration, such as changes in your firm's name, business/ mailing address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify me immediately. DBE certification is subject to review at any time. Failure to submit forms and/or change of information will be deemed as failure to cooperate under Section 26.109 of the Regulations.

You should know that all U. S. DOT recipients in California will honor your DBE certification status if your firm is certified by any one of the CUCP certifying agencies listed below:

- California Department of Transportation (Caltrans)
- Central Contra Costa Transit Authority (CCCTA)
- City of Fresno
- City of Los Angeles
- Los Angeles County Metropolitan Transportation Authority (METRO)
- Orange County Transportation Authority (OCTA)
- San Diego County Regional Airport Authority
- San Francisco Bay Area Rapid Transit District (BART)
- San Francisco International Airport
- San Francisco Municipal Transportation Agency (SFMTA)
- San Mateo County Transit District (Sam Trans)/Peninsula Corridor Joint Powers Board (JPB)
- Santa Clara Valley Transportation Authority (VTA)
- Yolo County Transportation District (Yolobus)

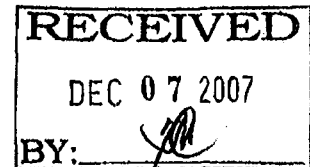
The Westmark Group
November 30, 2007
Page 3

Firm Number 36576

Congratulations, and thank you for your interest in the California Unified Certification Program. I wish you every business success and look forward to hearing from you if I may be of any assistance to you in this regard.

Sincerely,

Janice Salais
JANICE SALAIS, Manager
Office of Certification





U.S. SMALL BUSINESS ADMINISTRATION
WASHINGTON, D.C. 20416

January 30, 2008

Jeremey E. Westmark, President
The Westmark Group, Inc.
3642 North Rancho Drive, Suite 102
Las Vegas, Nevada 89130

Dear Mr. Westmark:

Congratulations! Your firm has been certified as a Participant in the U.S. Small Business Administration's (SBA) 8(a) Business Development Program. Your nine (9) year program term begins on the date of this letter.

Additionally, your firm has been certified as a Small Disadvantaged Business (SDB) in the Federal Government's SDB program. Your term of participation in the SDB program is concurrent with your 8(a) Business Development certification.

During participation in the 8(a) Business Development Program, you will receive business development assistance from an assigned Business Development Specialist in the Las Vegas District Office located at 400 South 4th Street, Suite 250, Las Vegas, NV 89101. The phone number is (702) 388-6611. The District office will also be able to provide you with information on the SDB program and its benefits.

Your firm will become eligible to receive 8(a) Business Development contracts after you submit a business plan using SBA Form 1010C and receive SBA's approval of the plan. We are sending a copy of this certification letter to the SBA Las Vegas District Office. That office will send you the business plan form.

SBA requires that the 8(a) participant's President or Chief Executive Officer sign a Participation Agreement to show that he or she understands the conditions of 8(a) program participation. Please read the Agreement carefully, sign and date one copy and return it to the SBA Las Vegas District Office at the address shown in the third paragraph above. The second copy is for your records.

Even though your firm's approved North American Industry Classification System (NAICS) Code is 541620, your firm may be awarded contracts under other NAICS Codes, as long as the firm is qualified to perform the required service or task. In this regard, please note that contracts awarded under 8(a) Business Development Program authority generally result from

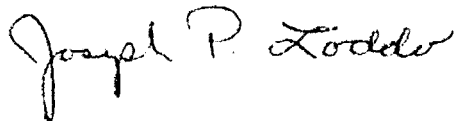
the self-marketing efforts of participating firms. While your firm's acceptance into the 8(a) Business Development Program is not a guarantee of contract support, SBA will make every effort to assist you in your marketing efforts.

During your participation in the 8(a) Business Development Program, I encourage you to take advantage of the Mentor-Protégé Program, the Federal Surplus Property Program and the extensive management and technical training available to you. Your local SBA District Office can provide additional information on these programs.

If you have not already done so, we strongly suggest that you acquire access to e-mail to enhance your communication abilities with public and private sector buyers. Also, you should consider setting up a merchant account with a credit card company, which will give you the ability to accept credit card orders for your goods and services from over 1,000 Federal buying offices. Finally, registration in the Department of Defense's Central Contractor Registration (CCR) database is a requirement to receive federal contracts. Therefore, if you have not already done so, you must register your firm, including completion of the SBA supplemental pages, in the CCR registry found online at <http://www.ccr.gov>.

I welcome you as an 8(a) Business Development Program participant and wish you every possible success.

Sincerely,

A handwritten signature in cursive script that reads "Joseph P. Loddo".

Joseph P. Loddo
Acting Associate Administrator
Office of Business Development

EXHIBIT C

CONSULTANTS FEE SCHEDULE

FEE PROPOSAL for Claribel Road Widening Project All-Inclusive Environmental Services

TASK	ESTIMATED HOURS										TOTAL HOURS
	Consulting Scientist	Supervising Planner	Principal Scientist	Senior Scientist	Senior Planner I	Associate Biologist II	CAD/GIS Analyst I	Associate Biologist I	Senior QA/QC	Administrative II	
	\$175.00	\$125.00	\$100.00	\$90.00	\$85.00	\$85.00	\$75.00	\$75.00	\$70.00	\$80.00	
Task 01-Natural Environment Study Report		8	8	40		44	24		3		127
Task 02-Preliminary Jurisdictional Delineation Report		2		24		32	8		2		68
Task 03-Biological Assessment Report	2	6	8	12		24	8		2	4	66
Task 04-Area of Potential Effect (APE) Map		4					6			1	11
Task 05-Archeological Survey Report & Historic Property		12				2					14
Task 06-Historic Resources Evaluation Report (HRER)		16			4						20
Task 07-Noise Study		6			4				2		12
Task 08-Air Quality Study		16			40		16	16	3	6	97
Task 09-Initial Site Assessment (Phase I)		6			8					1	15
Task 10-Abbreviated Visual Impact Assessment		16			32		8		2	2	60
Task 11-Community Impact Assessment (CIA)		24			60		16	8		4	112
Task 12-CEQA/ NEPA Documentation	24	84	80	12	112	40	32	32	4	24	444
Task 13-Environmental Commitments Record		12	8		16					2	38
Task 14-Permit Applications	3	8		8		40	8				67
Task 15-Meetings & Coordination		72	16	12	6					8	114
Total Hours:	29	292	120	108	282	182	126	56	18	52	1265
Total Fees:	\$5,075.00	\$36,500.00	\$12,000.00	\$9,720.00	\$23,970.00	\$15,470.00	\$9,450.00	\$4,200.00	\$1,260.00	\$3,120.00	\$120,765.00

Subconsultant A-Tremaine & Associates, Inc Fixed Fee:	\$11,601.30
Subconsultant B-Mead & Hunt, Inc Fixed Fee:	\$18,370.00
Subconsultant C-Brown & Buntin Fixed Fee:	\$9,000.00
Subconsultant The Westmark Group Fixed Fee:	\$13,970.00
Sycamore Environmental Direct Expenses:	\$3,600.00

TOTAL PROJECT FEES (NOT TO EXCEED): \$177,306.30

EXHIBIT D

PROJECT SCHEDULE

D. Project Schedule

The following schedule assumes that the County has sufficient project design, such as geometrically approved design available at the commencement of the contract. This schedule addresses the original work plan dated 22 December 2010.

Task	Schedule/ Duration
Task 1. PES & APE	
County Review Draft PES & APE	April 2011
Final PES & APE	May 2011
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Task 9. Meetings and Coordination	
	On-going for duration of project