

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

DEPT: Public Works

BOARD AGENDA # *C-1

Urgent Routine

AGENDA DATE August 2, 2011

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Award a Contract for All-Inclusive Engineering and Project Delivery Services to MCR Engineering for the Hatch Road at Carpenter Road Intersection Project in Stanislaus County, Federal Project Number: CML-5938 (182)

STAFF RECOMMENDATIONS:

1. Award a contract for all-inclusive engineering and project delivery services to MCR Engineering, \$196,000, for the Hatch Road at Carpenter Road Intersection Project.
2. Authorize the Director of Public Works to execute a contract with MCR Engineering, in the amount of \$196,000, and to sign necessary documents, including any amendments to the agreement not to exceed 10%, or a total contract amount of \$215,600.

FISCAL IMPACT:

At this time, \$196,000 is needed to fund Preliminary Engineering phase for all-inclusive engineering services, with a contingency not to exceed 10% or \$19,600 for any amendments to the agreement. An authorization to Proceed (E-76) has been secured for the PE phase of the Project in the amount of \$200,000. These funds are 100% Congestion Mitigation Air Quality (CMAQ) funds and there is no local match required. Funds over \$200,000 will be funded by Proposition 1B funds.

The estimated total cost of the project is \$1,500,000. The Project will be funded through CMAQ Funds and Regional Transportation Impact Fees (RTIF).

BOARD ACTION AS FOLLOWS:

No. 2011-461

On motion of Supervisor Chiesa, Seconded by Supervisor Withrow

and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Award a Contract for All-Inclusive Engineering and Project Delivery Services to MCR Engineering for the Hatch Road at Carpenter Road Intersection Project in Stanislaus County, Federal Project Number: CML-5938 (182)

DISCUSSION:

The scope of design services includes:

- Comprehensive project management;
- Comprehensive environmental services;
- Comprehensive civil engineering services including: geotechnical investigation, topographical survey, traffic system design, electrical system design and utilities coordination;
- Comprehensive right of way services;
- Public relations and outreach services; and,
- Bidding and construction support services.

The purpose for the Hatch Road at Carpenter Road Intersection Project is to improve safety, capacity, and efficiency at the intersection in an effort to maximize traffic flow throughout the County road network system to accommodate existing traffic congestion conditions and meet capacity requirements for future growth. The scope of the Project includes, but is not limited to:

- Construction of traffic signals at the intersection of West Hatch Road at South Carpenter Road;
- Widening the individual legs of the intersection in all directions by installing dedicated left turn and right turn lanes to improve traffic flow through the intersection, thereby reducing air pollution;
- Providing adequate storm drain runoff control;
- Incorporating the existing pavement section into the widening, including the relocation of the crown in specific sections if necessary and reinforcing the pavement, where required; and,
- Providing the roadway alignment and geometry to utility companies with facilities within the Project limits, such as utility poles, irrigation facilities, and other private facilities, to be relocated if necessary to accommodate the signal and widening improvements.

On June 10, 2011, seven (7) proposals were submitted for review by various consulting firms. Public Works staff reviewed the proposals and selected MCR Engineering as the most qualified consultant.

Upon Board approval of the project budget, the Department of Public Works will enter into a contract with MCR Engineering for the Hatch Road at Carpenter Road Intersection Project for \$196,000 and to authorize the Director of Public Works to amend the contract, if necessary, by up to 10% of the contract amount, not to exceed a total of \$215,600.

Approval to Award a Contract for All-Inclusive Engineering and Project Delivery Services to MCR Engineering for the Hatch Road at Carpenter Road Intersection Project in Stanislaus County, Federal Project Number: CML-5938 (182)

POLICY ISSUES:

The Hatch Road at Carpenter Road Intersection Project will meet the Board's priorities of providing A Safe Community, A Healthy Community, and A Well Planned Infrastructure System by improving traffic safety and flow in this area of Stanislaus County.

STAFFING IMPACT:

There are no staffing impacts associated with this item.

CONTACT PERSON:

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

DB:sn
L:\ROADS\19295 - Hatch Rd @ Carpenter Rd Intersection\Board\01_Award Design Contract_BOS 7.26.11

**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 MCR Engineering hereinafter referred to as "Consultant".

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

1.0 PROFESSIONAL SERVICES TO BE PROVIDED BY CONSULTANT

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

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

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

1.4. Compliance with Laws. Consultant 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 Ninety-Six Thousand Dollars (\$196,000.00). 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 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 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 carried 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: Tony B. Marshall, P.E.
- 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
Phone: (209) 525-4157
Fax: (209) 541-2506

If to Consultant:

MCR Engineering
Attn: Tony B. Marshall, P.E., Principal
1242 Dupont Court
Manteca, CA 95336
Phone: (209) 239-6229
Fax: (209) 239-8839

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

MCR ENGINEERING

By: _____
Matt Machado, Director
Department of Public Works

By: _____
Tony B. Marshall, P.E.
Principal

Resolution No. _____
Date: _____

APPROVED AS TO FORM:

John P. Doering
County Counsel

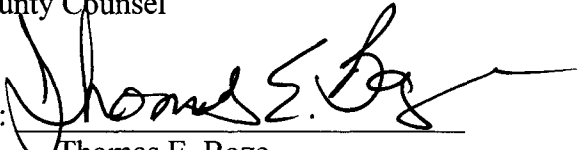
By: 
Thomas E. Boze
Deputy County Counsel

EXHIBIT A

COUNTY'S REQUEST FOR PROPOSAL



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: 209.541.2509

www.stancounty.com/publicworks

**STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS**

**REQUEST FOR PROPOSALS FOR
HATCH ROAD AT CARPENTER ROAD INTERSECTION PROJECT
ALL-INCLUSIVE CONSULTING SERVICES
Federal Project No.: 5938(182)**

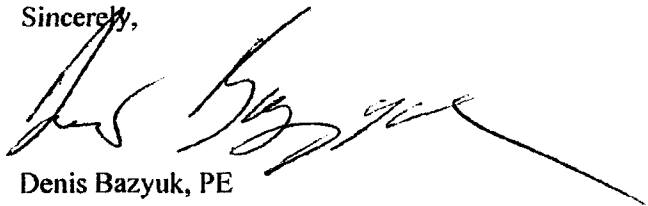
Invitation Date: May 13, 2011
Questions Deadline: 5:00 PM, June 1, 2011
Last Addendum: 5:00 PM, June 3, 2011
Proposal Due Date: 5:00 PM, June 10, 2011

This notice is to inform you that Stanislaus County Department of Public Works is soliciting a Request for Proposal (RFP) for All-Inclusive Consulting Services for the Hatch Road at Carpenter Road Intersection (Project) located in Stanislaus County.

Please note, the selection process will follow Public Works' procedures for consultant selection, which generally follow Caltrans procedures. Consultants are chosen based on qualifications and the quality of the proposal as shown in the attached "Attachment-7".

If you should have any questions regarding this request for proposal, please contact me via email at bazyukd@stancounty.com. All questions regarding this proposal must be submitted in writing either by fax or email.

Sincerely,



Denis Bazyuk, PE



**STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS**

**REQUEST FOR PROPOSALS FOR
HATCH ROAD AT CARPENTER ROAD INTERSECTION PROJECT
ALL-INCLUSIVE CONSULTING SERVICES
Federal Project No.: 5938(182)**

Stanislaus County Department of Public Works is requesting proposals from qualified consultants to provide consulting services for all-inclusive (turn-key) project design. This includes but is not limited to:

1. Comprehensive project management
2. Comprehensive environmental services and technical studies necessary for complying with all environmental regulations and requirements applicable to this project. These requirements may include, but are not limited to, various requirements and regulations set forth by National Environmental Policy Act (NEPA), California Environmental Quality Act (CEQA), and any applicable environmental permits
3. Comprehensive civil engineering services including:
 - a. Geotechnical investigation
 - b. Surveying: Horizontal control must be North American Datum 1983 (NAD83). Vertical control must be North American Vertical datum of 1988 (NAVD88). As final deliverables (100% design), the consultant will provide the County with project CAD files in electronic format. The CAD files, including all topographical data, topographical surfaces, points, alignments, sites, corridors, and pipe networks must be in AutoCAD Civil 3D 2010 format. In addition, the CAD files must be consistent with the County CAD standards which will be available to the selected consultant after the contract is awarded.
 - c. Traffic design
 - d. Electrical design
 - e. Utilities design and relocation coordination: Consultant will be responsible for coordinating the relocations of all affected utilities prior to construction.
4. Comprehensive right of way services, including right of way acquisition, right of entry agreements, temporary construction easements, etc.
5. Public relations and outreach services

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.

PROJECT DESCRIPTION¹:

As part of the County's responsibility for safety, operational conditions, maintenance, air quality concerns and upgrade to the County roadway network, improvements to the intersection of West Hatch Road at South Carpenter Road are required. The following includes, but is not limited to, the components of the scope of the project:

- Construction of traffic signals at the intersection of West Hatch Road and South Carpenter Road
- Widening the individual legs of the intersection in all directions by installing dedicated left turn and right turn lanes to improve traffic flow through the intersection, thereby reducing air pollution
- Providing adequate storm drain runoff control
- Incorporating the existing pavement section into the widening, including the relocation of the crown in specific sections, if necessary, and reinforcing the pavement, where required
- Providing the roadway alignment and geometry to utility companies with facilities within the Project limits, such as utility poles, irrigation facilities, and other private facilities to be relocated if necessary to accommodate the signal and widening improvements

The following is the estimated schedule:

Strategy:	February 2011 – May 2011
Consultant Selection:	May 2011 – July 2011
Preliminary Design:	August 2011 – October 2011
Plans and Specifications:	October 2011 – May 2012
Environmental:	December 2011 – April 2012
Right of Way:	April 2012 - June 2012
Utility Relocations:	June 2012 – October 2012
Project Approval and Bidding:	May 2012 – October 2012

SCOPE OF WORK:

This RFP does not identify specific tasks. The Consultant must be knowledgeable and experienced in the substantive and procedural requirements for applicable environmental, and project permitting. Elements of the All-Inclusive Consulting Services for the Project include, but are not limited, to the following.

- **PROJECT MANAGEMENT:** The scope of comprehensive project management includes, but is not limited to, project management, quality control, and efficiently managing schedules of any sub-consultants involved in the Project. Ultimately, the Consultant will be responsible for completing all Project tasks in timely fashion and to diligently follow the anticipated schedule set forth for this Project.

¹ For a more in depth project description see attached Project Design Study (PDS).

- **PUBLIC OUTREACH:** Perform necessary public outreach, including community education on the importance the Project, and the current condition of the existing project location.
- **GEOTECHNICAL INVESTIGATION:** Provide a geotechnical report for the site as required for the completion of design, construction documents and permit applications. At a minimum, the geotechnical report shall include soil data, percolation tests (percolation rate expressed in (gal/ft²)/day), R-values, and, if necessary, a recommendation for pavement structural section.
- **TOPOGRAPHICAL SURVEY:** Perform a Topographic and Property Boundary Survey as needed. For these activities the Consultant will work in close coordination with the County. All Surveying and Mapping shall be in compliance with the provisions of the Professional Land Surveyors Act, Sections 8700 to 8805 Business and Professions Code, the provisions of the California Coordinate System, Sections 8801 through 8819 of the Public Resources Code and any other applicable code in the State of California. The project coordinates shall be based on Zone III, California Coordinate System of North American Datum of 1983. The Consultant will work closely with County staff to determine the primary vertical datum to be used.
 - o If necessary, the design shall include any legal descriptions and plats for temporary construction easements, staging areas and disposal areas for excess soil generated by project construction. The Consultant will include and verify any existing surveys, specify existing and proposed Right of Ways, land dedications and easement agreements. At a minimum the Consultant will verify property lines at those locations where any portion of the project infringes upon the required setback limits or lies within 50 feet of project improvements, work areas, storage and staging areas. Consultant should plan on filing a record of survey for the any new right of way acquired.
 - o The Consultant shall conduct a field topographical survey to be used for the roadway design. The survey shall also include boundary lines and monumentation necessary to prepare right of way maps. Consultant shall prepare a final right of way map and legal descriptions for use by the County in the acquisition of all necessary parcels and easements.
- **ENVIRONMENTAL:** The first task shall be to identify the level of environmental document required for this project. Note, the construction of the Project will be funded by Congestion Mitigation and Air Quality (CMAQ) funds. Therefore, the Project will require 6005 Categorical Exemption (CE) with technical environmental studies.

Consultant shall prepare Preliminary Environmental Study (PES) per Caltrans guidelines. Consultant will coordinate the findings of PES with Caltrans environmental department to determine the specific technical studies needed for this project.

If necessary, the Consultant shall perform a variety of environmental investigations to State and Federal standards to assist in the preparation of the final NEPA and CEQA documents. Preparation of a Preliminary Environmental Study (PES) will be required once a consultant is selected. Listed below is an outline of possible environmental tasks that will be necessary to satisfy the final environmental documents and resource permitting requirements:

- o Consultant shall identify in their proposal what in their experience the level of the NEPA/CEQA documents necessary for approval and why. The Consultant will be required to communicate with the appropriate governmental agencies and provide information as necessary. Caltrans Environmental will be responsible for preparing the final NEPA determination. The consultant will be responsible for coordinating the requirements of NEPA and CEQA to reduce duplication of tasks.
- o If necessary provide scope and fee for:

Area of Potential Effects (APE) Map: This map outlines the area that will be impacted as a result of the project, including staging and construction access. A base map will be provided by the County, and the Consultant shall coordinate with the County to identify and present the APE for the project. Cultural resources identified by the Consultant shall be depicted on the APE. The APE shall be approved by Caltrans and the FHWA prior to completion of the HPSR.

Archeological Study: An Archeological Study Report (ASR) or a Negative Archeology Study Report (NASR) shall be prepared by a qualified archeologist. This report shall include a record search at the Northwest Information Center, a pedestrian survey, and consultation with Native Americans.

Architectural Study: A Historic Resources Evaluation Report shall be prepared for the properties within the Architectural APE. The Architectural APE is generally the first row of buildings adjacent to the project area. The report shall be prepared by a qualified architectural historian. Buildings built in 1957 are exempt from evaluation and should be treated in accordance with Caltrans' June 14, 2002 "Interim Policy for the Treatment of Buildings Constructed in 1957 or Later."

- **ROADWAY DESIGN:** The Consultant shall perform roadway design in accordance to the latest version of the Caltrans Highway Design Manual and City/County design standards and prepare design plans for construction. Design shall include details for traffic control plans in accordance with the Caltrans Manual of Uniform Traffic Control Devices.
- **UTILITY COORDINATION:** The Consultant shall locate all utilities in the area with the topographical survey and determine all potential conflicts. Consultant shall coordinate all relocations required with construction with the affected utility companies.
- **PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)**

- o **Plans:** Project plans prepared by the Consultant shall include a complete set of plans at the 30%, 60%, 90% , and 100% level. All identified and affected existing utilities shall be accurately indicated on the plans. 100% PS&E will be let with a subsequent contract after PA&ED are complete. Plans at 60% should be of sufficient level to start right-of-way acquisition.
 - **First submittal:** The PS&E shall be 30 percent complete, including utility relocation issues, hydraulic impacts, structural calculations, proposed mitigation and outline of potential conflicts. In addition, a construction cost estimate shall be submitted. Submit two copies of each to the County for review, one of which will be returned to the Consultant with any necessary revision notes.
 - **Second submittal:** PS&E shall be 60 percent complete, including utilities relocation, and incorporate all revisions or indicate items previously commented upon or requested by County. Submit two copies of each to County for review and final revisions. Any further County revisions will be returned to the Consultant within two weeks. Correspondingly, the Consultant is required to revise or justify any necessary specific plan changes within two weeks from receipt of the County's second returned submittal. At this time it is anticipated that utility relocation requirements will be formally sent by this County to the appropriate utility companies and that formal property owner access/easements negotiations will commence.
 - **Third submittal:** PS&E shall be 90 percent complete and incorporate all revisions or indicate items previously commented upon or requested by County. Submit two copies of each to County for review and final revisions. Any further County revisions will be returned to the Consultant within two weeks. Correspondingly, the Consultant is required to revise or justify any necessary specific plan changes within two weeks from receipt of the County's second returned submittal.
 - **Fourth submittal:** Future contract - PS&E shall be 100 percent complete. Plan submittal and specifications must be provided in a digital format. Plans shall be produced in a format readable by Auto Desk Civil 3D, release 2010. Specifications shall be readable in Microsoft Word 2003. Provide one set of plans printed in black ink on mylar. The sheet size shall be 24"x 36" with County provided borders. All sheets shall be uniform size as specified on the County Design Criteria. The sheet format shall be coordinated such that all CADD drafting standards including pen widths, line weights, linetypes and plot styles with the County so that the Consultants work can be incorporated into the County's plan set for bidding and construction purposes. Standard Caltrans abbreviations shall be strictly used throughout. The project engineer shall affix an original wet signature to each plan sheet with date. The plans shall be in a format to allow construction staking directly from the plans.
- o **Specifications:** Consultant shall prepare Special Provisions relevant to the Project that will be used by the County to advertise and construct the project. Three hard copies and

one electronic copy on a CD of Special Provisions shall be delivered to the County after 100% plans are ready and signed by the engineer.

- o **Estimate:** Project estimate prepared by the Consultant shall use Caltrans standard bid item descriptions wherever possible. Three hard copies and one electronic copy on a CD of final signed and stamped engineer's estimate s shall be delivered to the County after 100% plans are signed by the engineer. Note, the County will use engineer's estimate to prepare bid quantities that will be released to public during project advertisement for construction. The consultant/engineer shall be responsible and accountable for the accuracy of the final engineer's estimate. It is highly ideal that the lowest bid for construction is below engineer's estimate.
- **RIGHT OF WAY SERVICES - OPTIONAL:** The proposed intersection improvements should fit within existing County right of way. Therefore, right of way services included in the proposal shall be listed as optional services.
 - o Consultant shall be responsible for identifying any private right of way that may be affected by the Project. Consultant shall coordinate with property owners and County to acquire any required right of way in timely fashion. Consultant shall plan right of way acquisition so that all right of way acquisitions are complete by the time final plans are delivered to the County. At that time, the Consultant shall prepare Right of Way Certification per Caltrans guidelines and deliver it to the County.
 - o Consultant shall be responsible for appraisal, appraisal review, acquisition/negotiation, and if necessary, relocation assistance. The County is seeking consultants who are able to perform and coordinate all of these tasks.
 - o The following are minimum estimated right of way tasks:
 - **Task 1 – Real Property Appraiser:** The Real Property Appraiser shall be responsible for preparation of Summary Appraisal Reports to determine the fair market value of the rights to be acquired from each property and prepared in accordance to professional standards, Uniform Standards of Professional Appraisal Practice (USPAP), the Caltrans Right-of-Way Manual, and all applicable laws and regulations. Each property appraisal shall be separately bound and prepared in a "stand-alone" format suitable for furnishing to the associated property owners per Caltrans' requirements. The comparable sales analysis shall be in chart format with accompanying analysis in narrative form. Comparable data shall be verified with parties to the transaction.

Appraisers shall be available for support for any County eminent domain litigation, including, but not limited to, preparation of appraisal summary statements and related supporting declarations; providing updated statements of valuation; assistance of counsel by providing expert witness analysis and review of defendant's property valuation information; preparation for, attendance, and testimony at deposition

mediation, and trial proceedings as required. Your proposal should address how you would charge the County for this type of work.

Real Property Appraiser Responsibilities under the Uniform Act:

1. Property owner must be notified in writing of Agency's decision to appraise.
2. Property owner or designee must be given opportunity to accompany appraiser during property inspection.
3. Responsibility of sending Title VI information.
4. Diary entry of notifications and contacts.
5. Appraisal to contain minimum recognized standards for public acquisition (Zoning, Property Rights to be acquired, Highest and Best Use Analysis, Verified Comparables, Improvements Acquired, Damages, Cost-to-Cure, etc.)
6. All appraisals must contain Appraiser and Review Appraiser Certificates.

The Real Property Appraiser must meet the following minimum qualifications and must possess:

1. Appropriate Appraisal license as issued by the California Office of Real Estate Appraisers in accordance to the degree, complexity, and value of the appraisal required: a) Residential License for any noncomplex 1-4 family property with value of \$1 million and Nonresidential property with a transaction value up to \$250,000. b) Certified Residential for any 1-4 family property without regard to transaction value or complexity; and Nonresidential property with a transaction value up to \$250,000. c) Certified General for all real estate without regard to transaction value or complexity.
 2. Minimum two (2) years' experience in appraisal of rights for eminent domain purposes.
 3. Successful completion of a course in appraisal of partial acquisitions for public agencies.
 4. Successful completion of a course in the Uniform Relocation and Real Property Acquisition Policies Act taught by a recognized organization.
 5. Successful completion of a course in State Eminent Domain Law taught by a recognized organization.
 6. Specific knowledge and experience appropriate for the type of assignment.
- **Task 2 – Review Appraiser:** The Review Appraiser shall be responsible for the preparation of independent and objective written reviews of the Real Property Appraiser's reports. Reviews will be completed in the form of a Review Appraiser Certificate (Exhibit 7-EX-24D of the Caltrans Right-of-Way Manual) for each subject property appraisal in order to ensure appraisal quality and procedure. All reviews will adhere to professional standards, USPAP and the Caltrans Right-of-Way Manual and all applicable laws and regulations. The Review Appraiser will recommend approval of the reported values to the Department of Transportation and Public Works to

govern negotiation and settlement. The Review Appraiser must not be the same individual as the initial Real Property Appraiser.

Review Appraiser Responsibilities under the Uniform Act:

1. Confirmation of Analysis of Highest and Best Use, Damages, and Cost to Cure Damages.
2. Confirmation of Valuation.
3. Confirmation of Calculations and Report Integrity.
4. Prepare signed statement certifying value of appraisal reviewed, including an explanation of the basis for recommendation.

Review Appraiser must meet the following minimum qualifications and must possess:

1. Certified Residential License for any 1-4 family property without regard to transaction value or complexity; and Nonresidential property with a transaction value up to \$250,000 or
 2. Certified General License for all real estate without regard to transaction value or complexity.
 3. Minimum two (2) years experience in reviewing appraisals for eminent domain purposes.
 4. Successful completion of courses in the Uniform Relocation and Real Property Acquisition Policies Act and State Eminent Domain Law taught by recognized organizations.
 5. Specific knowledge and experience appropriate for the type of assignment.
- **Task 3 – Acquisition Specialist:** The Acquisition Specialist shall be responsible for “good faith negotiations” with property owners for the purchase of right-of-way based on values established in the reviewed and approved appraisals. The Acquisition Specialist shall adhere to all professional standards, the Caltrans Right-of-Way Manual, and all applicable laws and regulations. The Acquisition Specialist shall be responsible for preparation of all written correspondence, applicable forms and County’s standard purchase agreements; coordination with County staff; performance of notary services related to the signing of acquisition documents; escrow coordination with County’s selected title company; assisting County’s Supervising Right of Way Agent with Right of Way Certification, completion of final close-out work per Caltrans requirements; and maintenance of all acquisition files including acquisition diaries.

Acquisition Specialist Responsibilities under the Uniform Act:

1. Ensure establishment of just compensation by local agency prior to initiation of negotiations.
2. Expeditious acquisition within 30 days of approved appraisal.
3. First Written Offer should be presented in person when possible.

4. Caltrans requires that a copy of the appraisal report shall be provided to the owner with the First Written Offer; a Summary Statement (basis for the appraisal) is optional in this case.
5. Owner to be given reasonable time to consider offer and present material relevant to value determination.
6. Payment is required before taking possession unless date of possession clause is used in contract.
7. Local agency is responsible for payment of all incidental expenses (title, escrow, surveys, prepayment penalties, etc.)
8. Preparation of Administrative Settlements when it is reasonable and in the public interest
9. Diary entries including confirmation of delivering Title VI information.

Acquisition Specialist must meet the following minimum qualifications and must possess:

1. Real Estate Broker's or Salesperson's License (when under the direct supervision of a Real Estate Broker) as issued by the California Department of Real Estate (required by law). All Right of Way Contracts must be approved for content and signed or initialed by the Real Estate Broker.
 2. Minimum two (2) years experience in the acquisition of rights for eminent domain purposes.
 3. Successful completion of courses in the Uniform Relocation and Real Property Acquisition Policies Act and State Eminent Domain Law taught by recognized organizations. By signing the Right of Way Contract, the Broker or Principal of the Company acknowledges responsibility for maintaining a complete file on each parcel.
- **Task 4 – Relocation Specialist:** Responsible for providing relocation assistance to displaced parties, if any, resulting from an acquisition of right-of-way and conducted per applicable professional standards and the Caltrans Right-of-Way Manual and all applicable laws and regulations.

Relocation Specialist must meet the following minimum qualifications and should possess:

1. Minimum two (2) years experience at the working level providing public agency relocation assistance.
2. Successful completion of courses in the Uniform Relocation and Real Property Acquisition Policies Act and State Eminent Domain Law taught by recognized organizations.
3. Specific knowledge and experience appropriate for the type of assignment.

- **BIDDING AND CONSTRUCTION SUPPORT**

As part of the proposal, Consultant shall include bid support services that consist of assisting the County in responding to all Requests for Information during the Project advertisement phase.

As part of the proposal, Consultant shall include services for engineering construction support. These services include, responding to all Requests for Information (RFI) and, if necessary, altering project plans to address any design flaws or inconsistencies.

If you wish to be considered for the Hatch Road at Carpenter Road Intersection Project All-Inclusive Consulting Services, submit three copies of your proposal to this office by 5:00 p.m., Friday, June 10, 2011 to:

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

PROPOSAL REQUIREMENTS

- In its proposal to the County for doing all-inclusive (turn-key) consulting work for the Project, the consultant will provide County with an outline of all tasks necessary to provide County with a project design that is ready to list for construction.
- The proposal should contain a detailed scope of work that demonstrates the requisite knowledge and experience and addresses anticipated requirements. The proposal should include all required tasks, as either proposed or optional services. The proposal should describe the methodology to be used, specific work to be performed, outcomes and work products.
- The Consultant shall follow Caltrans Local Agency Procedure Manual (LAPM) for Federal Aid projects
- As relevant studies are developed for this project, it is possible that discoveries might be made that would require the consultant to perform additional work for this project. Therefore, with this proposal, the consultant is to include a list and description of any additional optional tasks that might be applicable to the project. Pricing for these additional tasks is to be tabulated separately in the fee proposal as optional tasks.
- In terms of environmental work, the Consultant is to submit a proposal based on the level of environmental assessment anticipated to be required by Caltrans environmental review for the Project. For the purposes of this proposal, the Consultant is to make reasonable assumption as to the level of environmental assessment and provide and explanation of their choice regarding the level of anticipated environmental assessment. The environmental sub-consultant shall follow the Caltrans Standard Environmental Reference (see www.dot.ca.gov/ser).

- In regards to any applicable permits for this project, the Consultant is to tabulate pricing separately for each permit in the fee proposal.
- The Consultant will include a master project time schedule that encompasses all aspects of the Project. The Consultant will also provide sub-schedules for every major project task, including but not limited to, environmental, right of way, traffic, etc. The Consultant will be responsible for efficiently managing schedules of any sub-consultants involved in the Project.
 - o The Consultant will develop the environmental schedule for this project. Some of the tasks that will be tracked in the environmental 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. Submission of workplan and preliminary studies will be the first order of work for the environmental sub-consultant.

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 (Project Management, Environmental/Permits, Civil, Traffic/Electrical, Right of Way/Public Relations, etc.), 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 as a bid alternate. 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 Professional Design Services Agreement is included with this Request for Proposal. The consultant shall state in the submitted proposal that the firm has reviewed the Sample Professional Design Services Agreement, will meet all of the terms and conditions if selected by the County for the requested services, and be able to sign agreement as-is with no changes.

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 Modesto Reprographics website at www.modestoplanroom.com. Please contact Modesto Reprographics at (209) 544-2400 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) 525-4120. Addendums, if necessary, will be posted on the Modesto Reprographics website.

GENERAL ATTACHMENTS TO RFO/RFP:

1. Sample Fee Proposal
2. Notice to Proposers Disadvantaged Business Enterprise Information
3. Exhibit 10-O1
4. Exhibit 10-O2
5. Project Design Study: this proposal responding to this RFP shall be based only on "Alternate 2."
6. Sample Design Services Agreement
7. Sample Proposal Evaluation Sheet

Attachment-1

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 EXCEE \$31,010



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: 209.541.2505

www.stancounty.com/publicworks

**NOTICE TO PROPOSERS
DISADVANTAGED BUSINESS ENTERPRISE
INFORMATION**

Stanislaus County Public Works Department has established an Underutilized DBE goal for this Agreement of 3.1%.

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:
 - a. The proposer is a UDBE and will meet the goal by performing work with its own forces.
 - b. The proposer will meet the goal through work performed by UDBE subcontractors, suppliers or trucking companies.
 - c. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subcontractor for each portion of work as defined in their proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- G. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

5. RESOURCES

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

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

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.

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

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

- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Agreement, and there cannot be a contrived arrangement for the purpose of meeting the UDBE goal.
- B. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Agreement.
- C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
- D. The DBE may lease trucks from another DBE firm including an owner-operator who is certified as a DBE. A DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
- E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. A DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. A DBE does not receive

credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.

- F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

Attachment-3

Exhibit 10-O1

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 _____ Signature _____ Date _____ Local Agency Representative</p> <p>(Area Code) Telephone Number: _____</p>	<p style="text-align: center;">Total Claimed UDBE Commitment _____ %</p> <p>Signature of Proposer _____</p> <p>Date _____ (Area Code) Tel. No. _____</p> <p>Person to Contact _____ (Please Type or Print)</p> <p style="text-align: center;">Local Agency Proposer UDBE Commitment (Consultant Contracts) (Rev 6/27/09)</p>
--	--

Distribution: (1) Original - Local agency files

Attachment-4

Exhibit 10-02

Project Design Study
Hatch Road at Carpenter Road Intersection
Stanislaus County Department of Public Works

CAMS: 9295

This project design study report has been prepared under the direction of the following registered civil engineer. The registered civil engineer attests to the technical information contained herein and the engineering data upon which recommendations, conclusions, and decisions are based.

REGISTERED CIVIL ENGINEER

DATE

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1.0 INTRODUCTION

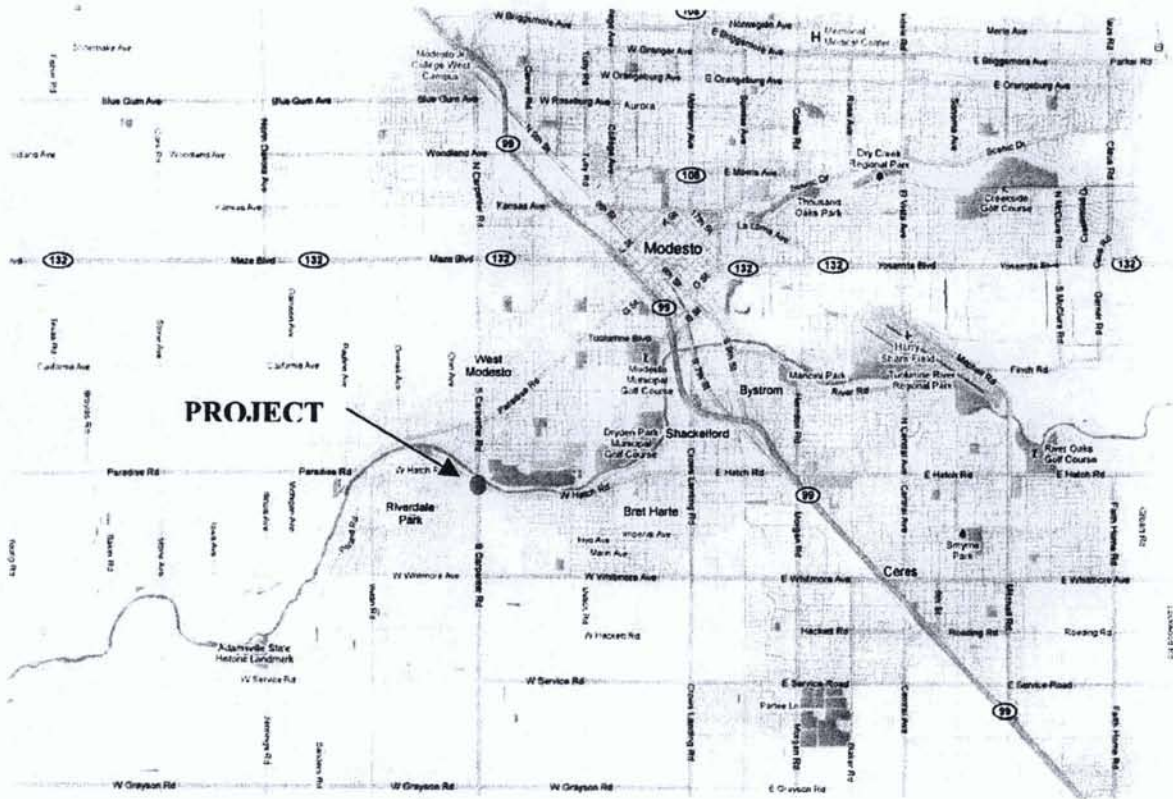
Stanislaus County Public Works Department (County) maintains approximately 1,527 centerline miles of roadway. Within the 1,527 miles, there are approximately 330 non-signalized, all-way stop-control intersections (AWSC) and 34 signalized intersections. The County is responsible for the maintenance and upgrade to the County roadway network. Improvement projects may include intersection improvement & signalization projects to improve safety, increase capacity, and maximize traffic flow throughout the system in order to meet capacity needs and accommodate for future traffic growth. In order to efficiently maintain and upgrade the system, analyses are conducted to prioritize traffic signalization projects utilizing County traffic data.

The purpose of this project design study is to identify project design concepts, constraints and criteria for the Hatch Road at Carpenter Road Intersection (Project). Major project elements include:

- Construction of traffic signals at the intersection of West Hatch Road at South Carpenter Road
- Widening the individual legs of the intersection in all directions by installing dedicated left turn and right turn lanes to improve traffic flow through the intersection, thereby reducing air pollution
- Providing adequate storm drain runoff control
- Incorporating the existing pavement section into the widening, including the relocation of the crown in specific sections if necessary and reinforcing the pavement, where required
- Providing the roadway alignment and geometry to utility companies with facilities within the Project limits, such as utility poles, irrigation facilities, and other private facilities to be relocated if necessary to accommodate the signal and widening improvements

2.0 BACKGROUND

The intersection is located in Stanislaus County south of Modesto, and west of Ceres. The main purpose of this project is to enhance regional air quality by installing a traffic signal at project intersection. Once installed, the traffic signal will provide for more efficient traffic flow through the intersection, thus reducing emissions from automobile traffic at that intersection. The project will further improve operations at the intersection by adding left turn pockets. The geometrics for this project will be determined by use of the Caltrans Highway Design Manual and County Standard plates.



Vicinity Map

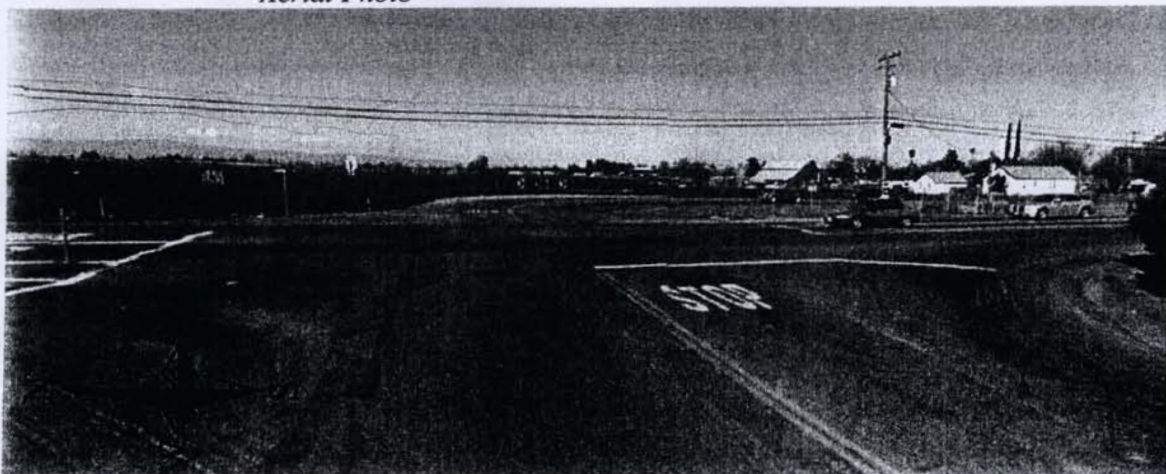
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Aerial Photo



Facing West from West Hatch Road

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Looking South from Carpenter Road

2.1 Existing Facilities/Conditions

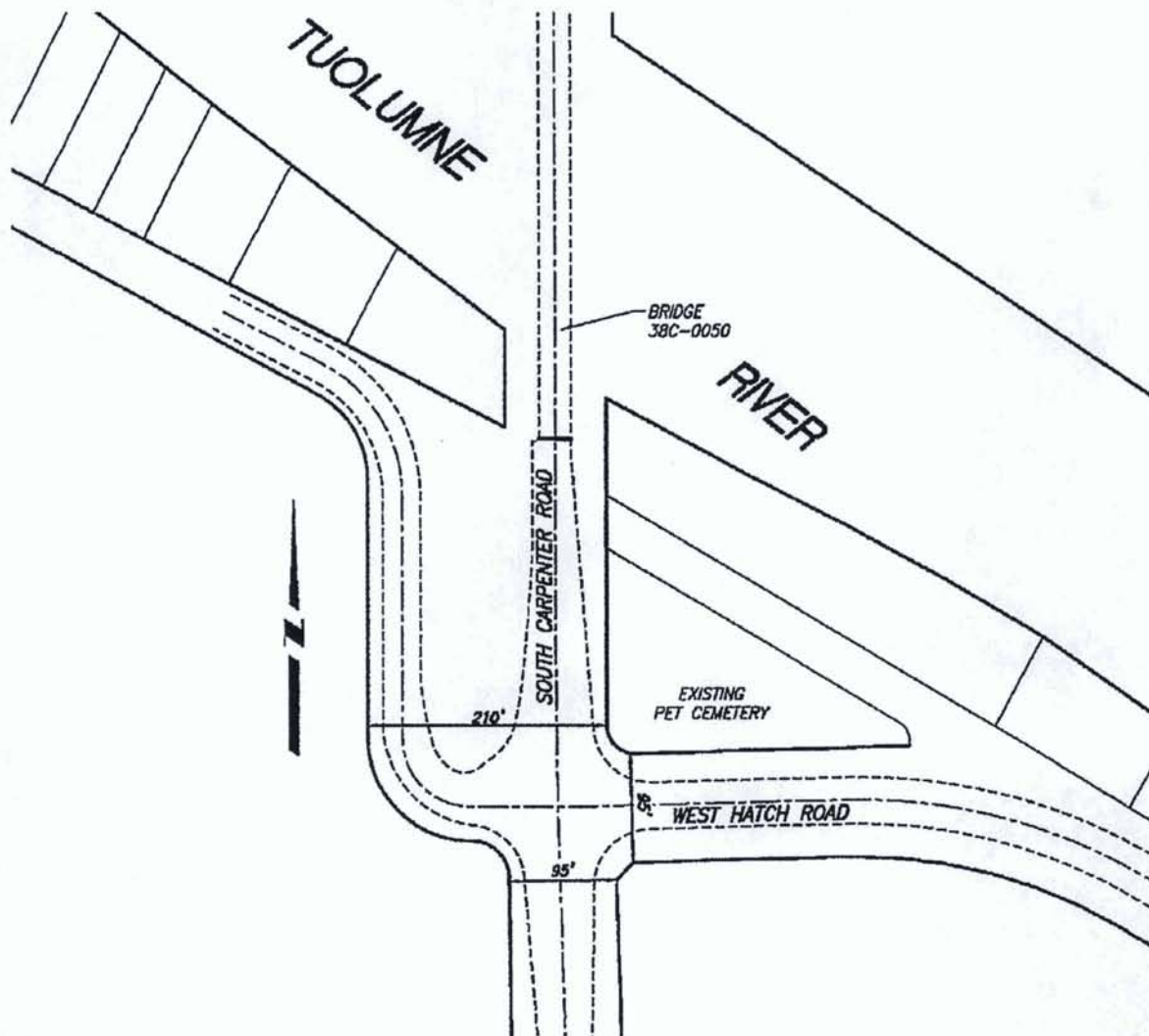
Currently, there are no existing structures at the intersection. However, there are some utility and grading constraints. Most of the land surrounding the project site is used for agricultural purpose. The existing County right-of-way is sufficient to accommodate the needs of this project. No impacts are anticipated to the northeast corner of the intersection that contains a pet cemetery.

The current ROW conditions are as follows:

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Right-of-Way Overview (Not to Scale)

Current Intersection

The current intersection configuration is a 4-way stop with dedicated right turn lanes on all four legs of intersection. Dedicated left turn lanes exist on the north and south legs of the intersection.

2.2 Historical Improvements

Drainage

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The existing grading of properties surrounding the intersection is significantly below road surface. Therefore, all existing road runoff drains onto surrounding properties. County owns the empty parcel at northwest return that functions as retention basin for that corner. There is no sidewalk at this intersection.

3.0 PURPOSE AND NEED

As part of the County's responsibility for safety, operational conditions, maintenance, air quality concerns and upgrade to the County roadway network, improvements to the intersection of West Hatch Road at South Carpenter Road are required.

3.1 Need

The need for the Project was determined through analyses conducted by the County to prioritize traffic. An engineering and Traffic Capacity Analysis were completed as well as air quality calculations to determine the amount of pollution that could be reduced by signaling this intersection. This project scored well and is a CMAQ Cost-Effective at \$3.58/kg/day pollution reduction.

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Traffic Signal Priority Analysis

Daily Savings (\$/day): \$4,036

Life of Improvements: 20 years

Benefit: \$29,463,384

Benefit/Cost: ration = 19.64, priority = 1

Delay: measured delay = 45 seconds, priority = 8

Safety Index: SI = 0.07, priority = 8

Cumulative Priority: 22

3.2 Engineering and Traffic Analysis

The need for the Project is determined through analyses conducted by the County to prioritize traffic signal projects. The prioritization utilizes County traffic data for the most current years available for West Hatch Road at South Carpenter Road. Based on the existing traffic data the emissions from automobile traffic associated with the intersection of West Hatch Road and South Carpenter Road will be reduced after signal improvements are completed. This will be accomplished by insuring that automobile traffic flows through intersection efficiently and effectively. Thus installation of signals at project intersection will improve regional air quality. As an added benefit, this project will improve traffic safety.

Other Considerations

Currently a bridge improvement project for the bridge on the north side of intersection over Tuolumne River (Caltrans bridge No. 38C-0050) is in development. The bridge project will widen both bridge approaches. The design of the Hatch Road at Carpenter Road Intersection project should be coordinated with the design of Tuolumne River bridge project.

4.0 PROJECT PURPOSE

The purpose of the Project is to primarily improve regional air quality. As an added benefit, safety, capacity, and efficiency at the intersection of West Hatch Road at South Carpenter Road will also be improved. As part of bigger picture, this project will function to maximize traffic flow throughout the overall system to improve regional air quality by decreasing stop and starts at the intersection. The following components will address the need for the project:

5.0 SUMMARY AND RECOMMENDATIONS

County staff recommends traffic signal improvements at the intersection of West Hatch Road and South Carpenter Road. This decision is a cost-effective way to enhance regional air quality and to improve traffic safety. It will provide adequate capacity for traffic flow through intersection, thus reducing emissions due to the pollution of automobile traffic. Right-of-way acquisition is not anticipated as the proposed improvements will fit within existing County right-of-way.

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Design Criteria

The design parameters for the recommended design alternative for the Project are based on California Department of Transportation (Caltrans) design standards and Stanislaus County design standards, as summarized in this section. Design parameters are subject to change pending additional studies, environmental issues, geotechnical investigation and soils reports.

Roadway Slope and Grade

- Longitudinal Slope - minimum = 0.15% , 0.2% preferred;
- Cross Slope – minimum = 1.5%, 2.0% preferred; maximum = 4.0%
- Backup Shoulder slope = 5.0%
- Matching shoulder slope; Minimum = 10:1; Maximum = 2:1

Horizontal Alignment Traffic Recommendations

- Proposed Right-of-Way width = use existing right-of-way on all four legs.
- Southbound left turn storage increased from 80' to 300'.
- Southbound right turn storage increased from 40' to 100'.
- Westbound right turn storage increased from 30' to 200'.
- Northbound right turn storage increased from 40' to 100'.

Storm Drainage

- Pipe capacity (Q) = CIA
- Runoff coefficients & intensities will be based on Stanislaus County Standards
- Runoff Storage = CAR/12
- Minimum pipe cover = 36"
- Percolation rate based on soils report
- Irrigation facilities: Turlock Irrigation District and Stanislaus County standards will be used to modify existing irrigation facilities conflicting with the new roadway alignment.
- All pipe under the roadway will be Class 3 Rubber-Gasketed Reinforced Concrete Pipe (RGRCP)
- Relocated facilities, such as headwalls or standpipes, will be replaced in-kind.

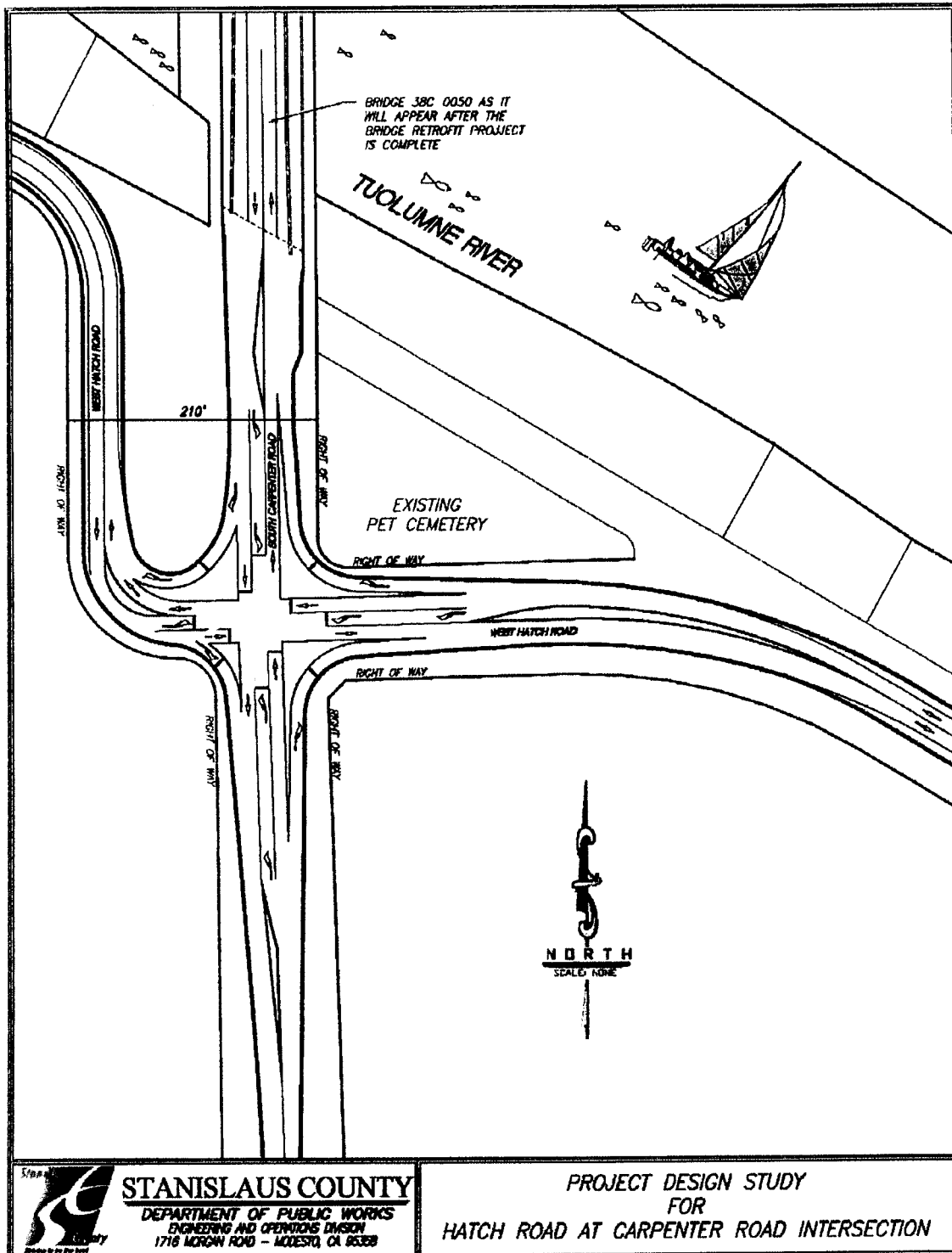
Existing Utilities

- Any potential conflicts with existing utilities will be identified during early stages of project design. If any conflicts are discovered, the design engineer will coordinate with appropriate utility companies to relocate affected utilities prior to project construction.

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6.0 COMMUNITY INVOLVEMENT

The project may require a Public Hearing to receive input from the community regarding the improvements. The hearing, if necessary, will be held during the environmental phase.

7.0 ENVIRONMENTAL DETERMINATION

This project will require CEQA (California Environmental Quality Act) determination with Stanislaus County as the lead agency. Stanislaus County will follow the CEQA process and will study the potential effects that this project may create.

The project will be subject to a National Environmental Protection Act (NEPA) determination due to the addition of Congestion Mitigation and Air Quality (CMAQ) funds. Stanislaus County will work diligently with CalTrans and the Federal Highway Administration (FHWA) to ensure that all steps have been taken to ensure that this project complies with the necessary regulations. The environmental process for this project will most likely consist of Categorical Exemption (CE) because this project is exempt through CMAQ.

The Caltrans will scope any necessary environmental technical studies once Preliminary Environmental Study (PES) report is completed.

8.0 FUNDING

This project is proposed to be funded by Congestion Mitigation and Air Quality (CMAQ) funds. Currently \$200,000 federal dollars are available for the Preliminary Engineering of this project through the CMAQ program. The construction phase of this project will also be funded by CMAQ funds. Construction funding is programmed for 2014.

9.0 SCHEDULE

The following is the estimated schedule:

Strategy:	February 28, 2011 –	May 29, 2011
Consultant Selection:	May 29, 2011 –	September 15, 2011
Preliminary Design:	September 15, 2011 –	October 15, 2011
Plans and Specs:	October 15, 2011 -	May 17, 2012
Environmental:	December 13, 2011 –	April 11, 2012
Right-of-Way:	April 11, 2012 –	June 10, 2012
Utility Relocations:	June 10, 2012 –	October 08, 2012
Project Approval & Bidding:	May 17, 2012 –	October 28, 2012

The design and environmental phase will be done concurrently. However, environmental issues can affect the design schedule. Design will be done by outside consultant with the aid of County

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staff. Geotechnical, ROW agent and environmental technical studies will also be performed by outside consultant.

County staff will determine the level of environmental document that is needed and will prepare some of the documents in coordination with a contracted outside environmental consultant. Right-of-way acquisition cannot begin until all environmental documents are finalized. There shall be no ROW agents involved until environmental clearance has been obtained and management has approved the project.

Construction will commence after a ROW certification has been filed certifying that all ROW has been purchased (if applicable), the design is complete, all permits are obtained, and the County Board of Supervisors adopts the project.

The project will be closed upon completion of construction and will include the finalization of all contract documents, permits, payments, and reimbursements, where applicable.

10.0 AGENCY COORDINATION

The County may require coordination with some or all of the following agencies:

StanCOG

900 H Street, Modesto, CA 95354

Contact: Vince Harris

Turlock Irrigation District (TID)

P.O Box 949, Turlock, CA 95381

Contact: Paul Rodriguez (Electrical), Arie Vander Pol (Irrigation)

Pacific Gas & Electric

1524 N. Carpenter Road, Modesto, CA 95351

Contact: Sergio Tonarelli

Comcast

6505 Tam O'Shanter Drive, Stockton, CA 95210

Contact: Dave Morse

Charter Communications

773 N. Walnut Road, Turlock, CA 95351

Contact: Tom Shears

AT&T

1116 M Street, Modesto, CA 95352

Contact: Francia Stanton

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Project Design Study
Hatch Road at Carpenter Road Intersection
Stanislaus County Department of Public Works

CAMS: 9295

11.0 PROJECT PERSONNEL

Supervising Civil Engineer: Dave Leamon, PE
Project Manager (County): Denis Bazyuk, PE
Civil Design Consultant: To Be Determined
Traffic Design & Support: Andrew Malizia, PE
Survey Consultant: To Be Determined
Environmental Consultant: To Be Determined

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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 _____ 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

SAMPLE

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 \$ _____. 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.

SAMPLE

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 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.

SAMPLE

(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:
- 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:

If to Consultant:

SAMPLE

Stanislaus County Department of Public Works
Attn: Linda Allsop, Contracts Administrator
1716 Morgan Road
Modesto, California 95358
(209) 525-4157
Fax: (209) 541-2506

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

SAMPLE

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

SAMPLE

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.

SAMPLE

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

COUNTY OF STANISLAUS

DESIGN PROFESSIONAL

By: _____
Matt Machado, Director
Department of Public Works

By: _____

Resolution No: _____

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: _____
Thomas E. Boze
Deputy County Counsel

Required Attachments

- EXHIBIT A:** County's Request For Proposal
- EXHIBIT B:** Consultant's Response To County's Request For Proposal
- EXHIBIT C:** Consultants Fee Schedule
- EXHIBIT D:** Project Schedule

Attachment-7

Sample Proposal Evaluation Sheet

**SAMPLE
PROPOSAL EVALUATION SHEET**

CRITERIA	MAXIMUM POINTS	RATING
Understanding of the Work to be Performed	20	
Qualifications and Availability of Staff	20	
Project Schedule	15	
Familiarity With State and Federal Procedures	10	
Demonstrated Technical Ability	20	
Demonstration of Professional and Financial Responsibility	10	
References	5	
TOTAL:	100	



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: 209.541.2509

www.stancounty.com/publicworks

ADDENDUM NO. 1

**REQUEST FOR PROPOSALS FOR
HATCH ROAD AT CARPENTER ROAD INTERSECTION PROJECT
ALL-INCLUSIVE CONSULTING SERVICES**

IN

STANISLAUS COUNTY

Date: May 16, 2011
Proposals Due: June 10, 2011 5:00 PM

ADDENDUM NO. 1
Page 1 of 2

ADDENDUM NO. 1

FOR THE Request For Proposals For Hatch Road at Carpenter Road Intersection Project All-Inclusive Consulting Services

FOR PROPOSALS DUE June 10, 2011 5:00 PM

TO ALL BIDDERS

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 PROJECT.

RESPONSES TO INQUIRIES

1. Can you please confirm that the County requires proposers to submit either a completed "Exhibit 10-01 Local Agency Proposer UDBE Commitment" and "Exhibit 10-02 Local Agency Proposer DBE Information" or a "Good Faith Efforts Package" with the overall proposal package to be submitted by May 27th?

***RESPONSE:** All consultants must submit Exhibits 10-01 and 10-02 at the time the proposals are due. If the Consultant does not meet the UDBE goal, than a Good Faith Efforts Package must be submitted to the County at the time the proposals are due.*



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: 209.541.2509

www.stancounty.com/publicworks

ADDENDUM NO. 2

**REQUEST FOR PROPOSALS FOR
HATCH ROAD AT CARPENTER ROAD INTERSECTION PROJECT
ALL-INCLUSIVE CONSULTING SERVICES**

IN

STANISLAUS COUNTY

Date: June 1, 2011
Proposals Due: June 17, 2011 5:00 PM

ADDENDUM NO. 2
Page 1 of 2

ADDENDUM NO. 2

**FOR THE Request For Proposals For Hatch Road at Carpenter Road Intersection Project All-Inclusive Consulting Services
FOR PROPOSALS DUE June 17, 2011 5:00 PM**

TO ALL BIDDERS

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 PROJECT.

CORRECTIONS

1. The proposed horizontal layout of the intersection configuration must be sufficient enough to accommodate STAA-Long Tractor template (HDM Figure 404.5C). The Consultant will prepare preliminary intersection layout using this template and submit it to the County for review and approval. In order to accommodate STAA-Long truck template, some right of way acquisition might be necessary.

REASON FOR CORRECTION: Clarified intersection "Horizontal Control" design requirements.

2. Proposals due date extended to **June 17, 2011 5:00 PM**. See revised cover page.

REASON FOR CORRECTION: Additional time provided for review of revised Project Design Study.

3. Delete previously provided Project Design Study dated May 9, 2011 and replace with Project Design Study dated May 31, 2011.

REASON FOR CORRECTION: Some sections of the Project Design Study were revised.

RESPONSES TO INQUIRIES

1. Who is developing the bridge improvement project? (38C-0050)?

RESPONSE: The bridge seismic retrofit project plans are being prepared by Dokken Engineering out of Folsom, California.

2. Do you want the consultant to organize the public meeting, send out flyers to residents in close proximity to the intersection along with public notices and basically take charge of the whole process or be available to make a presentation with plans and answer questions at a County managed event?

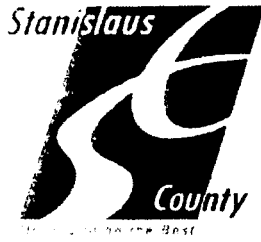
RESPONSE: *Yes, if necessary, the Consultant will be responsible for organizing public meetings, send out flyers and information to effected residents, and post public notices. See attached revised "Public Outreach" section of RFP.*

3. The RFP states that the final (100%) stage of the PS&E will be by separate contract. Should the proposals include a cost for this task or will this be requested of the elected engineer at a later date? Will this signal need to be connected to any of the adjoining City or County signals?

RESPONSE: *This is an incorrect interpretation of the language in the RFP. The County does not intend to have 100% PS&E performed by a separate contract i.e. same contract will cover 100% stage. It will be the Consultant's responsibility to do the signal design and coordinate with the County Traffic Division to determine all appropriate signal connections.*

ADDITIONS

Provide an electronic copy of your proposal (not including Fee Schedule) in PDF format.



DEPARTMENT OF PUBLIC WORKS

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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: 209.541.2509

www.stancounty.com/publicworks

**STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS**

**REQUEST FOR PROPOSALS FOR
HATCH ROAD AT CARPENTER ROAD INTERSECTION PROJECT
ALL-INCLUSIVE CONSULTING SERVICES
Federal Project No.: 5938(182)**

Invitation Date: May 13, 2011
Questions Deadline: 5:00 PM, June 8, 2011
Last Addendum: 5:00 PM, June 10, 2011
Proposal Due Date: 5:00 PM, June 17, 2011

This notice is to inform you that Stanislaus County Department of Public Works is soliciting a Request for Proposal (RFP) for All-Inclusive Consulting Services for the Hatch Road at Carpenter Road Intersection (Project) located in Stanislaus County.

Please note, the selection process will follow Public Works' procedures for consultant selection, which generally follow Caltrans procedures. Consultants are chosen based on qualifications and the quality of the proposal as shown in the attached "Attachment-7".

If you should have any questions regarding this request for proposal, please contact me via email at bazyukd@stancounty.com. All questions regarding this proposal must be submitted in writing either by fax or email.

Sincerely,

Denis Bazyuk, PE

- i. **PROJECT MANAGEMENT:** The scope of comprehensive project management includes, but is not limited to, project management, quality control, and efficiently managing schedules of any sub-consultants involved in the Project. Ultimately, the Consultant will be responsible for completing all Project tasks in timely fashion and to diligently follow the anticipated schedule set forth for this Project.
- ii. **PUBLIC OUTREACH:** Perform necessary public outreach, including community education on the importance the Project, and the current condition of the existing project location. Communications must reach every potentially impacted property owners and residents. The scope of public outreach services includes:
 - a. Prepare communications and community outreach plans. Provide these to the County as deliverables.
 - b. Develop stakeholder database of property owners, utilities, contacts, etc. The notifications shall be made through public newspaper (Modesto Bee) and direct mail. The Consultant will be responsible for keeping track of all comments received in connection to this project.
 - c. If necessary, schedule and conduct public information meetings. The Consultant will provide all essential materials necessary for a public meeting. After every meeting the Consultant will provide to the County a detailed meeting summary report and meeting minutes.
 - d. Project management, including participation in the initial project planning meeting and regularly scheduled PDT meetings. Also, as required, participate in team teleconferences.

If the Consultant determines that additional public outreach tasks are vital to successful delivery of this project, these additional tasks shall be listed separately as optional services.
- iii. **GEOTECHNICAL INVESTIGATION:** Provide a geotechnical report for the site as required for the completion of design, construction documents and permit applications. At a minimum, the geotechnical report shall include soil data, percolation tests (percolation rate expressed in (gal/ft²)/day), R-values, and, if necessary, a recommendation for pavement structural section.
- iv. **TOPOGRAPHICAL SURVEY:** Perform a Topographic and Property Boundary Survey as needed. For these activities the Consultant will work in close coordination with the County. All Surveying and Mapping shall be in compliance with the provisions of the Professional Land Surveyors Act, Sections 8700 to 8805 Business and Professions Code, the provisions of the California Coordinate System, Sections 8801 through 8819 of the Public Resources Code and any other applicable code in the State of California. The project coordinates shall be based on Zone III, California Coordinate System of North American Datum of 1983. The Consultant will work closely with County staff to determine the primary vertical datum to be used.



**STANISLAUS COUNTY DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
1716 MORGAN ROAD
MODESTO, CA 95358**

PROJECT DESIGN STUDY REPORT

FOR THE

**HATCH ROAD
AT
CARPENTER ROAD
INTERSECTION
CAMS: 9295**

May 31, 2011

SUBMITTED BY: _____
ENGINEERING DIVISION MANAGER

APPROVAL RECOMMENDED: _____
DEPUTY DIRECTOR

APPROVED: _____
DIRECTOR DATE _____

This project design study report has been prepared under the direction of the following registered civil engineer. The registered civil engineer attests to the technical information contained herein and the engineering data upon which recommendations, conclusions, and decisions are based.

REGISTERED CIVIL ENGINEER

DATE

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11.0	Project Personnel.....	13

1.0 INTRODUCTION

Stanislaus County Public Works Department (County) maintains approximately 1,527 centerline miles of roadway. Within the 1,527 miles, there are approximately 330 non-signalized, all-way stop-control intersections (AWSC) and 34 signalized intersections. The County is responsible for the maintenance and upgrade to the County roadway network. Improvement projects may include intersection improvement & signalization projects to improve safety, increase capacity, and maximize traffic flow throughout the system in order to meet capacity needs and accommodate for future traffic growth. In order to efficiently maintain and upgrade the system, analyses are conducted to prioritize traffic signalization projects utilizing County traffic data.

The purpose of this project design study is to identify project design concepts, constraints and criteria for the Hatch Road at Carpenter Road Intersection (Project). Major project elements include:

- Construction of traffic signals at the intersection of West Hatch Road at South Carpenter Road
- Widening the individual legs of the intersection in all directions by installing dedicated left turn and right turn lanes to improve traffic flow through the intersection, thereby reducing air pollution
- Providing adequate storm drain runoff control
- Incorporating the existing pavement section into the widening, including the relocation of the crown in specific sections if necessary and reinforcing the pavement, where required
- Providing the roadway alignment and geometry to utility companies with facilities within the Project limits, such as utility poles, irrigation facilities, and other private facilities to be relocated if necessary to accommodate the signal and widening improvements

2.0 BACKGROUND

The intersection is located in Stanislaus County south of Modesto, and west of Ceres. The main purpose of this project is to enhance regional air quality by installing a traffic signal at project intersection. Once installed, the traffic signal will provide for more efficient traffic flow through the intersection, thus reducing emissions from automobile traffic at that intersection. The project will further improve operations at the intersection by adding left turn pockets. The geometrics for this project will be determined by use of the Caltrans Highway Design Manual and County Standard plates.

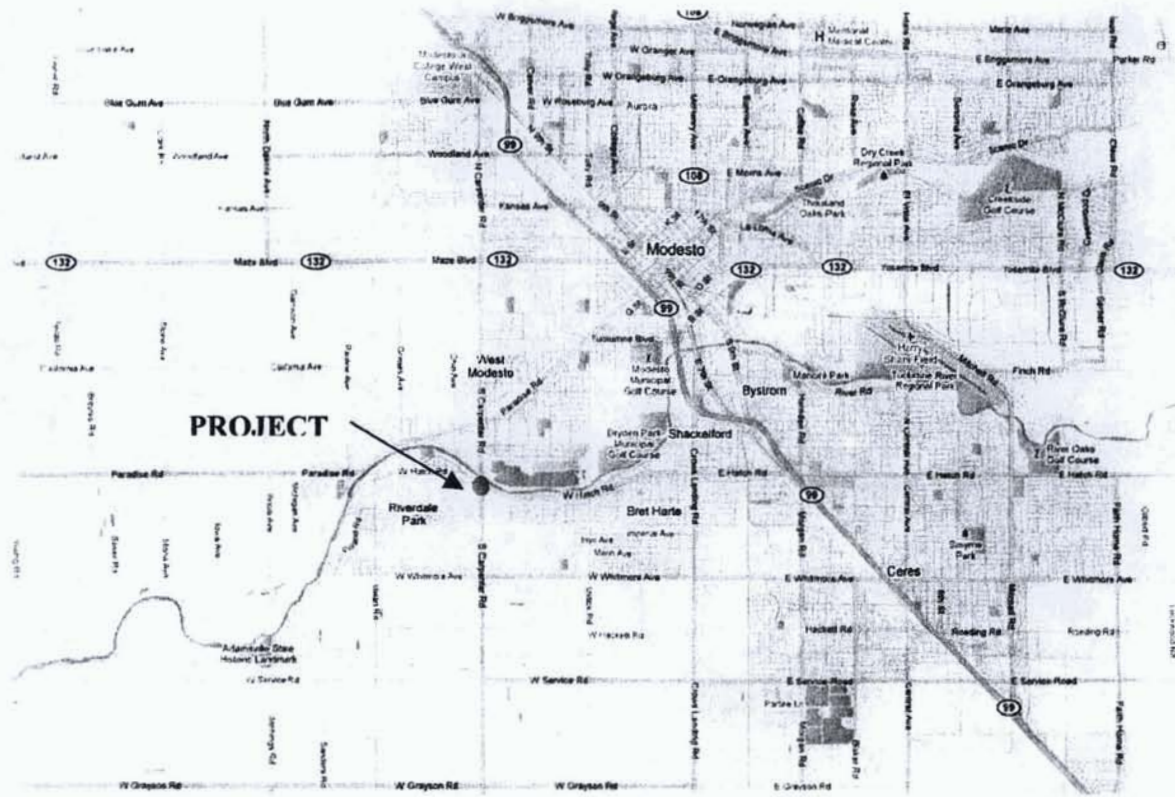


Figure A – Vicinity Map



Figure B - Aerial Photo

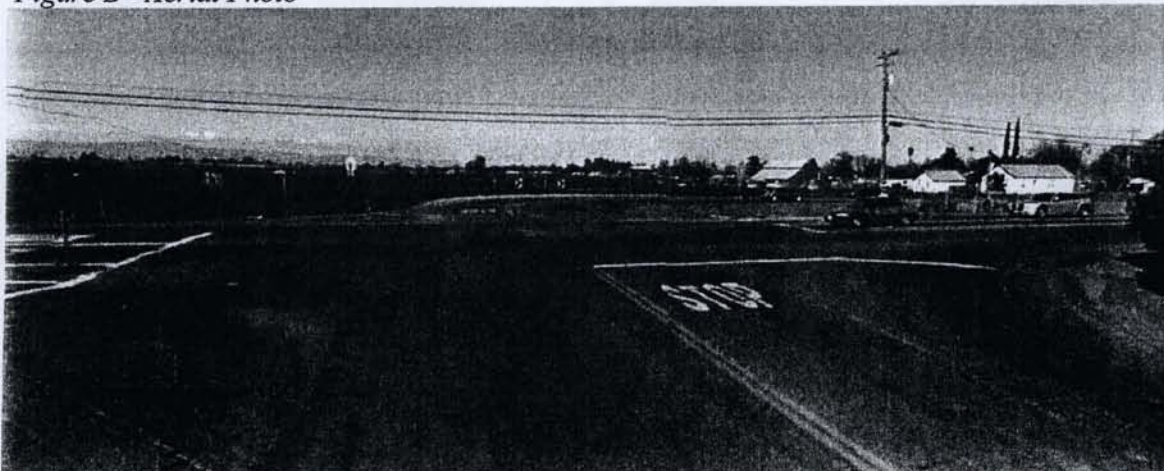


Figure C - Facing West from West Hatch Road

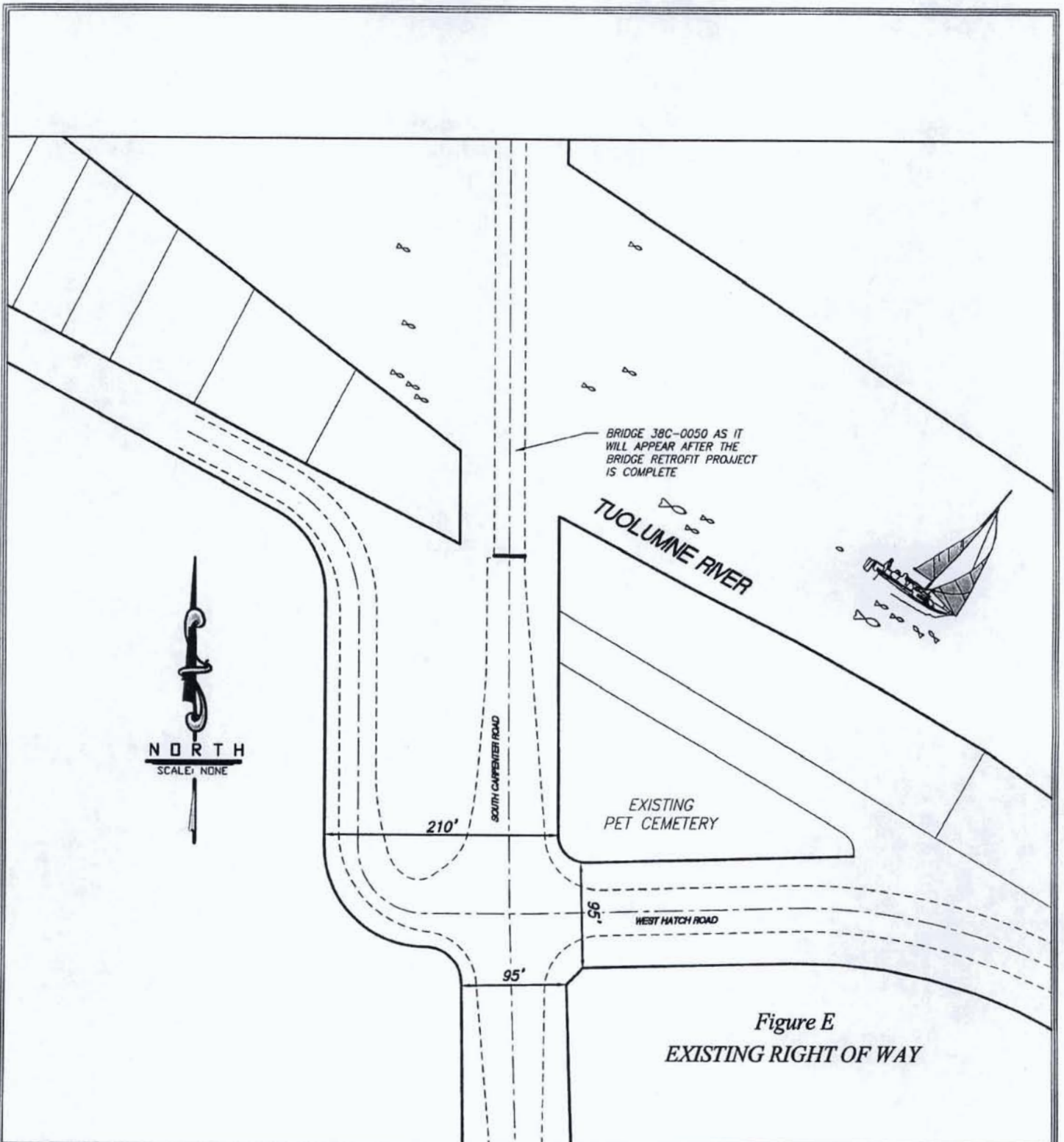


Figure D - Looking South from Carpenter Road

2.1 Existing Facilities/Conditions

Currently, there are no existing structures at the intersection. However, there are some utility and grading constraints. Most of the land surrounding the project site is used for agricultural purpose. The existing County right-of-way is sufficient to accommodate the needs of this project. No impacts are anticipated to the northeast corner of the intersection that contains a pet cemetery.

The existing grading of properties surrounding the intersection is significantly below road surface. Therefore, all existing road runoff drains onto surrounding properties. County owns the empty parcel at northwest return that functions as retention basin for that corner (Figure F). There is no sidewalk at this intersection.



CURRENT INTERSECTION

THE CURRENT INTERSECTION CONFIGURATION IS A 4-WAY STOP WITH A DEDICATED RIGHT-TURN LANES ON ALL FOUR LEGS OF THE INTERSECTION. DEDICATED LEFT-TURN LANES EXIST ON THE NORTH AND SOUTH LEGS OF THE INTERSECTION.



STANISLAUS COUNTY

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

PROJECT DESIGN STUDY
FOR
HATCH ROAD AT CARPENTER ROAD INTERSECTION

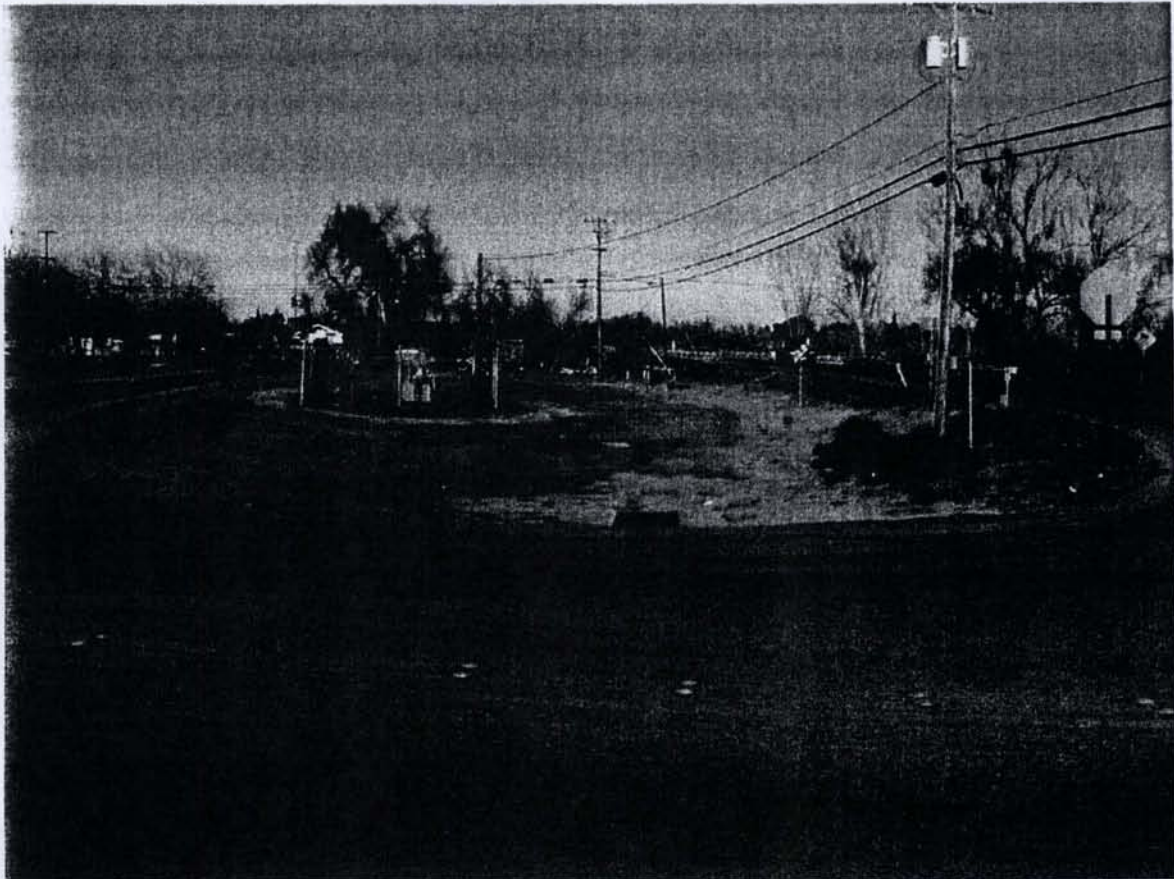


Figure F

3.0 PURPOSE AND NEED

As part of the County's responsibility for safety, operational conditions, maintenance, air quality concerns and upgrade to the County roadway network, improvements to the intersection of West Hatch Road at South Carpenter Road are required.

3.1 Need

The need for the Project was determined through analyses conducted by the County to prioritize traffic. An engineering and Traffic Capacity Analysis were completed as well as air quality calculations to determine the amount of pollution that could be reduced by signaling this intersection. This project scored well and is a CMAQ Cost-Effective at \$3.58/kg/day pollution reduction.

Traffic Signal Priority Analysis

Daily Savings (\$/day): \$4,036
Life of Improvements: 20 years
Benefit: \$29,463,384
Benefit/Cost: ration = 19.64, priority = 1
Delay: measured delay = 45 seconds, priority = 8
Safety Index: SI = 0.07, priority = 8
Cumulative Priority: 22

3.2 Engineering and Traffic Analysis

The need for the Project is determined through analyses conducted by the County to prioritize traffic signal projects. The prioritization utilizes County traffic data for the most current years available for West Hatch Road at South Carpenter Road. Based on the existing traffic data the emissions from automobile traffic associated with the intersection of West Hatch Road and South Carpenter Road will be reduced after signal improvements are completed. This will be accomplished by insuring that automobile traffic flows through intersection efficiently and effectively. Thus installation of signals at project intersection will improve regional air quality. As an added benefit, this project will improve traffic safety.

Other Considerations

Currently a bridge improvement project for the bridge on the north side of intersection over Tuolumne River (Caltrans bridge No. 38C-0050) is in development. The bridge project will widen both bridge approaches. The design of the Hatch Road at Carpenter Road Intersection project should be coordinated with the design of Tuolumne River bridge project.

4.0 PROJECT PURPOSE

The purpose of the Project is to primarily improve regional air quality. As an added benefit, safety, capacity, and efficiency at the intersection of West Hatch Road at South Carpenter Road will also be improved. As part of bigger picture, this project will function to maximize traffic flow throughout the overall system to improve regional air quality by decreasing stop and starts at the intersection.

5.0 SUMMARY AND RECOMMENDATIONS

County staff recommends traffic signal improvements at the intersection of West Hatch Road and South Carpenter Road. This decision is a cost-effective way to enhance regional air quality and to improve traffic safety. It will provide adequate capacity for traffic flow through intersection, thus reducing emissions due to the pollution of automobile traffic. Right-of-way acquisition is not anticipated, as the proposed improvements will fit within existing County right-of-way.

5.1 Project Alternatives

Two primary alternatives are discussed and shown below; however other alternatives may be developed as engineering proceeds. The first order of work for the design consultant will be to perform a cost analysis for various alternatives. The total target construction goal for this project is \$1,090,000. If the cost analysis determines that "Alternative 1" significantly exceed project budget, than the project will be designed to reflect "Alternative 2."

5.2 Design Criteria

The design parameters for the recommended design alternative for the Project are based on California Department of Transportation (Caltrans) design standards and Stanislaus County design standards, as summarized in this section. Design parameters are subject to change pending additional studies, environmental issues, geotechnical investigation and soils reports.

Roadway Slope and Grade

- Longitudinal Slope - minimum = 0.15% , 0.2% preferred;
- Cross Slope – minimum = 1.5%, 2.0% preferred; maximum = 4.0%
- Backup Shoulder slope = 5.0%
- Matching shoulder slope; Minimum = 10:1; Maximum = 2:1

Horizontal Alignment Traffic Recommendations

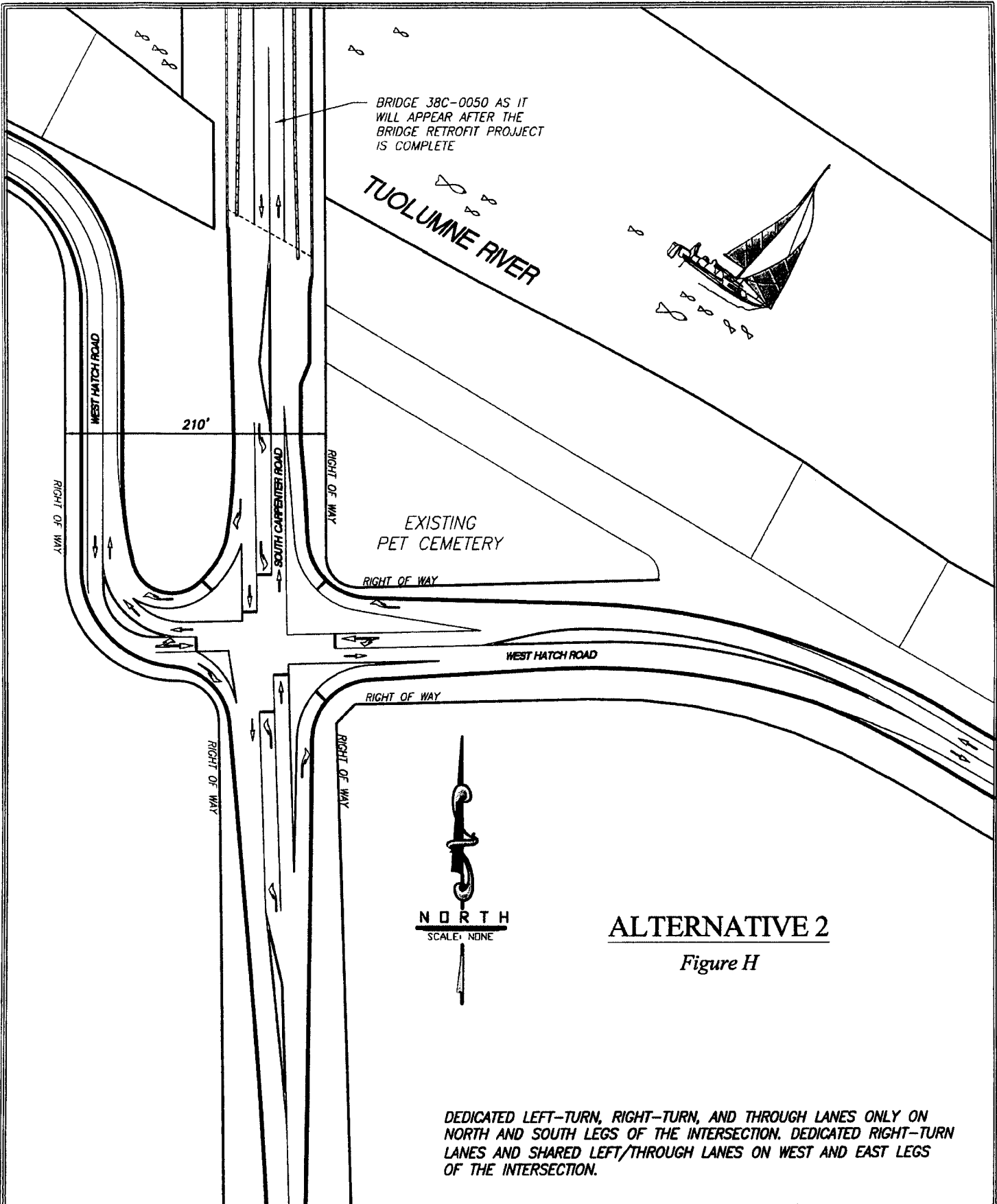
- Proposed Right-of-Way width = use existing right-of-way on all four legs.
- Southbound left turn storage increased from 80' to 300'.
- Southbound right turn storage increased from 40' to 100'.
- Westbound right turn storage increased from 30' to 200'.
- Northbound right turn storage increased from 40' to 100'.

Storm Drainage

- Pipe capacity (Q) = CIA
- Runoff coefficients & intensities will be based on Stanislaus County Standards
- Runoff Storage = CAR/12
- Minimum pipe cover = 36"
- Percolation rate based on soils report
- Irrigation facilities: Turlock Irrigation District and Stanislaus County standards will be used to modify existing irrigation facilities conflicting with the new roadway alignment.
- All pipe under the roadway will be Class 3 Rubber-Gasketed Reinforced Concrete Pipe (RGRCP)
- Relocated facilities, such as headwalls or standpipes, will be replaced in-kind.

Existing Utilities

Any potential conflicts with existing utilities will be identified during early stages of project design. If any conflicts are discovered, the design engineer will coordinate with appropriate utility companies to relocate affected utilities prior to project construction.



ALTERNATIVE 2

Figure H

DEDICATED LEFT-TURN, RIGHT-TURN, AND THROUGH LANES ONLY ON NORTH AND SOUTH LEGS OF THE INTERSECTION. DEDICATED RIGHT-TURN LANES AND SHARED LEFT/THROUGH LANES ON WEST AND EAST LEGS OF THE INTERSECTION.

6.0 COMMUNITY INVOLVEMENT

The project may require a Public Hearing to receive input from the community regarding the improvements. The hearing, if necessary, will be held during the environmental phase.

7.0 ENVIRONMENTAL DETERMINATION

This project will require CEQA (California Environmental Quality Act) determination with Stanislaus County as the lead agency. Stanislaus County will follow the CEQA process and will study the potential effects that this project may create.

The project will be subject to a National Environmental Protection Act (NEPA) determination due to the addition of Congestion Mitigation and Air Quality (CMAQ) funds. Stanislaus County will work diligently with CalTrans and the Federal Highway Administration (FHWA) to ensure that all steps have been taken to ensure that this project complies with the necessary regulations. The environmental process for this project will most likely consist of Categorical Exemption (CE) because this project is exempt through CMAQ.

The Caltrans will scope any necessary environmental technical studies once Preliminary Environmental Study (PES) report is completed.

8.0 FUNDING

This project is proposed to be funded by Congestion Mitigation and Air Quality (CMAQ) funds. Currently \$200,000 federal dollars are available for the Preliminary Engineering of this project through the CMAQ program. The construction phase of this project will also be funded by CMAQ funds. Construction funding is programmed for 2014. Total estimated construction costs (2011) are \$1,090,000.

9.0 SCHEDULE

The following is the estimated schedule:

Strategy:	February 28, 2011 –	May 29, 2011
Consultant Selection:	May 29, 2011 –	September 15, 2011
Preliminary Design:	September 15, 2011 –	October 15, 2011
Plans and Specs:	October 15, 2011 -	May 17, 2012
Environmental:	December 13, 2011 –	April 11, 2012
Right-of-Way:	April 11, 2012 –	June 10, 2012
Utility Relocations:	June 10, 2012 –	October 08, 2012
Project Approval & Bidding:	May 17, 2012 –	October 28, 2012

The design and environmental phase will be done concurrently. However, environmental issues can affect the design schedule. Design will be done by outside consultant with the aid of County staff. Geotechnical, ROW agent and environmental technical studies will also be performed by outside consultant.

County staff will determine the level of environmental document that is needed and will prepare some of the documents in coordination with a contracted outside environmental consultant. Right-of-way acquisition cannot begin until all environmental documents are finalized. There shall be no ROW agents involved until environmental clearance has been obtained and management has approved the project.

Construction will commence after a ROW certification has been filed certifying that all ROW has been purchased (if applicable), the design is complete, all permits are obtained, and the County Board of Supervisors adopts the project.

The project will be closed upon completion of construction and will include the finalization of all contract documents, permits, payments, and reimbursements, where applicable.

10.0 AGENCY COORDINATION

The County may require coordination with some or all of the following agencies:

StanCOG 900 H Street Modesto, CA 95354 Contact: Vince Harris	Turlock Irrigation District P.O Box 949 Turlock, CA 95381 Contact: Paul Rodriguez	Pacific Gas & Electric 1524 N. Carpenter Road Modesto, CA 95351 Contact: Sergio Tonarelli
Comcast 6505 Tam O'Shanter Drive Stockton, CA 95210 Contact: Dave Morse	Charter Communications 773 N. Walnut Road Turlock, CA 95351 Contact: Tom Shears	AT&T 1116 M Street Modesto, CA 95352 Contact: Francia Stanton

11.0 PROJECT PERSONNEL

Supervising Civil Engineer: Dave Leamon, PE
Project Manager (County): Denis Bazyuk, PE
Civil Design Consultant: To Be Determined
Traffic Design & Support: Andrew Malizia, PE
Survey Consultant: To Be Determined
Environmental Consultant: To Be Determined

EXHIBIT B

CONSULTANT'S RESPONSE TO COUNTY'S REQUEST FOR PROPOSAL

PROPOSAL

Hatch Road at Carpenter Road Intersection Project

Federal Project No. 5938(182)



Submitted to:



Denis Bazyuk, P.E.

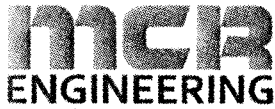
Stanislaus County Department of Public Works
1716 Morgan Road
Modesto, California 95358

Submitted by:



1242 Dupont Court
Manteca, California 95336
(209) 239-6229
(209) 239-8839 FAX

June 10, 2011



1742 DUPONT COURT MANTECA, CALIFORNIA 95336 TEL: 209.239.4229 FAX: 209.239.8439

June 10, 2011

Denis Bazyuk, P.E.
Stanislaus County Department of Public Works
1716 Morgan Road
Modesto, CA 95363

Subject: Hatch Road at Carpenter Road Intersection Project

Dear Denis,

We are pleased to present this proposal for the Hatch Road at Carpenter Road Intersection Project in response to the County's RFP dated May 13, 2011. MCR Engineering has assembled a highly qualified team of professionals that are prepared to provide the County with a turn-key project in a timely and cost-effective manner.

In addition to a vast amount of experience in roadway and intersection design and permitting, our design team has recently completed two CMAQ-funded projects that are very similar in scope to this one. A site visit was made to the Hatch Road and Carpenter Road Intersection to better understand the project limits and any foreseeable design constraints. It is almost identical to the intersection upgrade project at F Street and 132 in Waterford that we designed (construction was completed in 2008). And, we are currently under construction with another signal project at Western Avenue & S.R. 132 in Waterford. We hope to be able to put this very relevant and fresh experience to work for the County on the Hatch & Carpenter Intersection. So, we have assembled the same design team that worked on both of those two projects (as well as several other successful projects) to prepare the PS&E's for this project.

In addition to our design and permitting experience, we have 13 years experience in administering federal funding through StanCOG and Caltrans Local Assistance. We are well versed in the Caltrans Local Assistance Manual, and enjoy an excellent working relationship with Local Assistance Staff. There will be no "learning curve" to endure as we deal with CMAQ funding requirements. We are currently processing two RFA's, several invoices, an Awards Package and one Final Report of Expenditure for some of our existing CMAQ projects. You can trust that we know what to do and how to do it.

In the following pages, we provide detailed information that supports our conclusions above. We are prepared to provide the County with excellent service and hope that you will give us the opportunity to do so.

Sincerely,

Tony B. Marshall, P.E.
Principal

ARCHITECTURE CIVIL ENGINEERING LAND SURVEYING CONSULTING MANAGEMENT

PROJECT TEAM

In response to the County's RFP, MCR Engineering has assembled a highly qualified team of professionals to provide all the necessary consulting services to provide a turn-key project for the County. MCR Engineering will be the lead consultant and provide project management services. The sub-consultants were selected based on their demonstrated technical ability, experience, and familiarity with the region, as well as MCR's favorable experience in teaming up with them on previous projects. We are confident that this team of professionals will meet or exceed the County's expectation on this project.

In addition to the vast experience of each individual consultant, the design team we have assembled has recently completed two successful signalization projects that are very similar to the Hatch Road and Carpenter Road Intersection project. These two projects: 1) **F Street & SR 132 Signalization** and 2) **Western Ave & SR 132 Signalization**, are similar in size and scope and both were funded by CMAQ. Granted, both of these projects are slightly more complex because they each required an encroachment permit from Caltrans, unlike the County project. But, in terms of functional use and setting, both of these projects are quite similar to the County project under consideration. Both projects consisted of converting an existing intersection of two 2-lane streets to a fully signalized intersection with left turn lanes in each direction. One required right-of-way dedication, while the other did not, but both required CEQA and NEPA clearance through Caltrans Local Assistance. The F Street & SR 132 project was just completed in 2008, and "Notice to Proceed" was just issued this week to Teichert Construction for the Western Ave & SR 132 project. So, both of these projects are **recent and relevant** to the project under consideration by the County. More details about these two projects have been provided in the "Featured Projects" section of this proposal.

In the pages that follow, we present the Project Team, organization and Resumes of Key Personnel. For more detailed information about each firm, see Appendix A of this Proposal.

Project Management, Civil Engineering & Surveying



MCR Engineering, Inc.

1242 Dupont Court

Manteca, CA 95337

TEL: (209) 239-6229

FAX: (209) 239-8839

WEB: www.mcrceng.com

MCR Engineering is a Civil Engineering and Surveying firm with vast experience in roadway and intersection design. They have successfully designed at least 20 signalized intersections in the Central Valley of California. In 2010 alone, the roadway and intersection projects they designed totaled over \$15 million in construction costs in various cities within San Joaquin and Stanislaus counties. They are also well versed in dealing with Federal Funds, having spent the last 13 years working with StanCOG and Caltrans Local Assistance to administer CMAQ, RSTP, ARRA and SR25 funds for projects they have designed. Their well-trained and qualified staff includes registered Professional Engineers, registered Professional Land Surveyors, fully equipped survey crews, Senior CAD Designers, and other drafting and clerical support staff. Their 10,000 sf office in Manteca was designed and constructed in 2005 to specifically meet their needs and is equipped with the latest technology available to civil engineering firms, including a GPS regional reference station that is part of a state-wide system that allows their surveyors to connect from anywhere in the valley. They have averaged over \$2.4 Million in annual billings over the past six years. This project will represent less than 10% of their annual billings, and will be easily incorporated into their existing work load.

Traffic Engineering, Signal Design, Air Quality Study



KD Anderson & Assoc.
3853 Taylor Road, Suite G
Loomis, CA 95650

TEL: (916) 660-1555
FAX: (916) 660-1535
WEB: www.kdanderson.com

The staff of KD Anderson & Associates includes registered Professional Engineers, Transportation Planners, plus drafting and clerical support staff. Their staff has broad technical expertise in preparing PS&E's for new traffic signals and modifications to existing signals. Their engineers have worked with Stanislaus County staff on a number of traffic signal projects in the past, making them familiar with County requirements and design guidelines. They have also provided on-call traffic signal design services to the City of Modesto for a number of years and have been responsible for the design of over 25 traffic signals within Modesto, either under contract directly to the City or via private development projects. They have also provided services throughout Stanislaus County, including work in Riverbank, Oakdale, Waterford and Turlock. KD Anderson has teamed up with MCR Engineering on more than 30 successful projects over the past several years. They know how to work as a seamless part of MCR's design team to complete projects that are on-time and under-budget.

Geotechnical Services, Phase I Environmental



Neil O. Anderson & Assoc.
902 Industrial Way
Lodi, CA 95240

TEL: (209) 367-3701
FAX: (209) 333-8303
WEB: www.noanderson.com

Neil O. Anderson & Associates (NOA) is a successful geotechnical and civil engineering company. With corporate headquarters in Lodi, California. NOA also has branches in Sacramento, Ceres and Concord. Their current staff is over 70 strong and their professional engineers are licensed in 19 states. Their experienced engineers and staff perform a broad range of geotechnical and environmental consulting. Their environmental services include site assessments, soil and water testing, California Environmental Quality Act (CEQA) studies, regulatory compliance, monitoring well installation, geologic hazard investigations, and engineered septic systems. NOA has worked with MCR on at least 20 projects over the past 10 years and both firms have a very good working relationship.

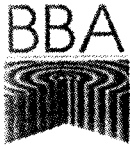
Environmental, CEQA and NEPA Support Studies



Argonaut Environmental
2377 Gold Meadow Way
Gold River, CA 95670

TEL: (916) 803-1454
FAX: (916) 313-0800
WEB: www.argoconsult.net

Argonaut Ecological Consulting, Inc. was founded in 1997 and is a certified woman-owned disadvantaged business enterprise. Argonaut provides a range of services including environmental review of projects, regulatory permitting, pre-construction biological surveys, environmental awareness training, CEQA/NEPA reviews, and construction monitoring of biological resources, storm water compliance and soil testing. Their clients include municipalities, water agencies, public and private project developers, construction managers, engineering firms, power plant developers, and federal agencies. Argonaut staff specializes in providing support services to the construction industry, primarily in the role of support staff to construction management firms, and Argonaut has successfully completed numerous local award-winning transportation projects.



Brown-Buntin Associates
1148 N. Chinowth Street, Ste. B
Visalia, CA 93291

TEL: (559) 627-4923
FAX: (559) 627-6284
WEB: www.brown-buntin.com

Brown-Buntin Associates, Inc. (BBA) is an acoustical consulting firm offering comprehensive services in environmental noise assessment and control, and in architectural acoustics. Founded in 1981, BBA applies its extensive national and regional experience to the needs of our clients. The firm's capabilities include a complete range of acoustical services, with special emphasis on airport-related noise assessments and sound insulation projects.

Right-of-Way, Appraisal and Acquisition Services



Universal Field Services, Inc.
1600 Sacramento Inn Way #216
Sacramento, CA 95815-3461

TEL: (916) 564-9980
FAX: (916) 564-9985
WEB: www.ufsrw.com

Universal Field Services, Inc., has been providing Acquisition and Relocation Services throughout the United States since 1958. Nationwide, Universal has over 375 employees on its professional staff including Project Managers, Appraisers, Acquisition and Relocation Specialists and others. A large number of our personnel are members of the International Right of Way Association (IRWA) and various appraisal organizations including the Society of Real Estate Appraisers and the American Society of Appraisers. Universal offers through an experienced project team and a well-organized management plan. All work is performed in full conformance with Federal and State laws, the Uniform Relocation Assistance and Real Property Acquisition Policies Act, and Caltrans procedures.

Appraisals



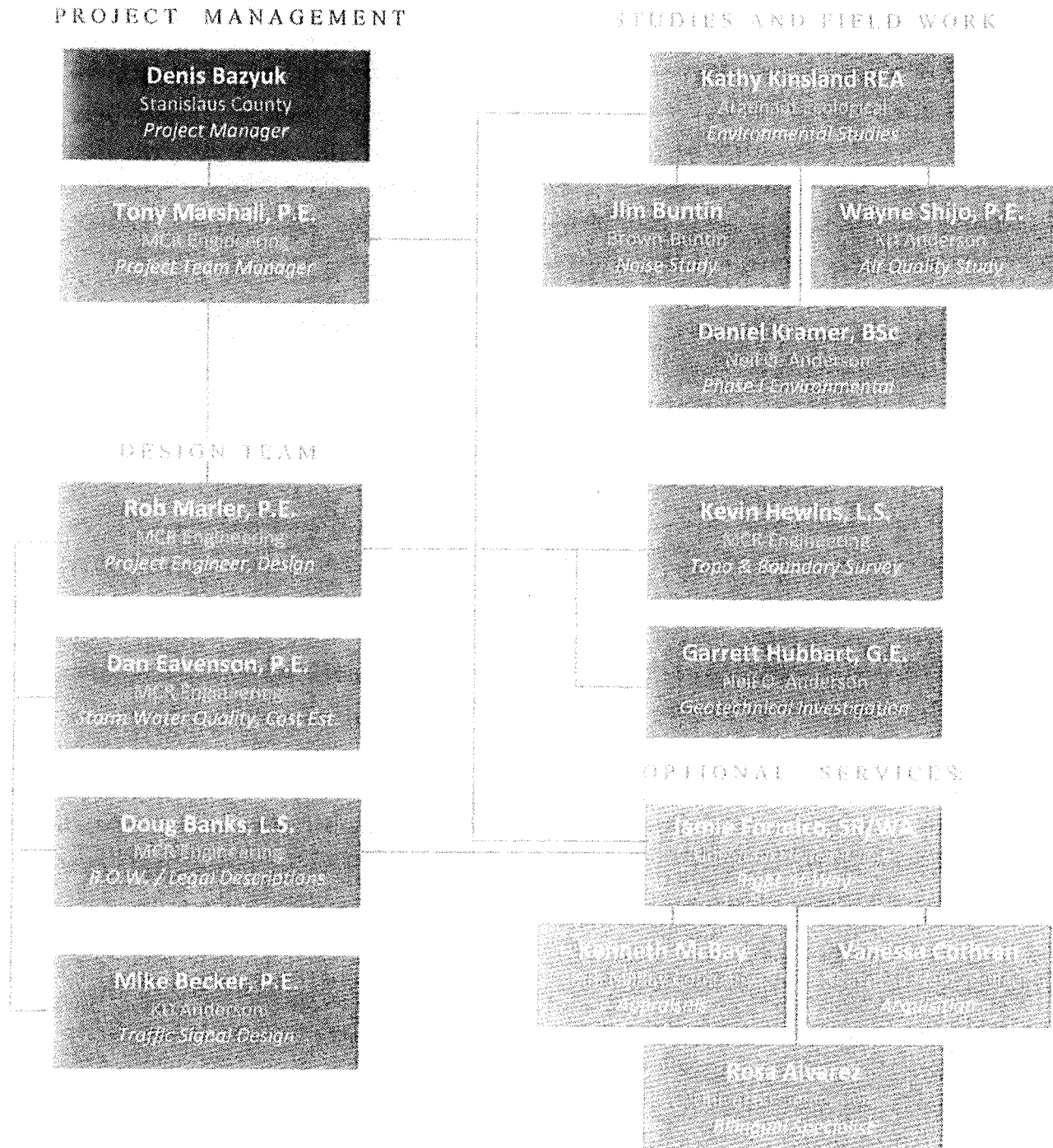
K.R. McBay Company
P.O. Box 1804
Turlock, CA 95381

TEL: (209) 634-0402
FAX: (209) 634-0401
WEB: www.krmcbayco.com

K.R. McBay Company specializes in the valuation of commercial and agricultural properties. Eminent domain appraisal is a primary emphasis of the company. Market value appraisals for lending purposes, asset management, and litigation represent a major component of our company's work. The firm is able to meet the needs of government agencies requiring the appraisal of many properties for a project, as well as the needs of lenders, attorneys, and private parties with individual property valuation requirements.

KEY PERSONNEL

The Key Personnel that will execute this project are shown below along with their roles. We have confirmed the availability of every member of the project team to devote the required time to this project and meet the proposed schedule. Detailed Resumes are included for each of these individuals that list their experience and qualifications.



TONY MARSHALL, P.E., Principal, Project Manager



Tony Marshall will be the main point of contact for the County, and will manage the project team in all aspects of the project. Mr. Marshall is President and founding principal of MCR Engineering, and has over 20 years experience in civil engineering and project management. He has directed the civil engineering work for hundreds of projects ranging from infill sites to complex capital improvement projects. He is noted for his people skills and ability to communicate effectively with clients, shareholders and members of the design team and build a consensus among those of differing viewpoints.

City Engineer

Tony has been the contract City Engineer for the City of Waterford for over 13 years, and in recent years has been hired as the City Engineer for Isleton and Hughson as well. His responsibilities include overseeing capital improvement programs, designing capital improvement projects, review of all private development projects and all other City Engineer functions. He also works closely with Caltrans Local Assistance and the local Council of Governments in behalf of each city to administer federal and state funding sources.

Registration:

California Licensed
Civil Engineer
No. CS1015

Nevada Licensed
Civil Engineer
No. 20708

Education:

B.S. Civil Engineering
Brigham Young Univ.
1987

Master of
Architecture
Univ. of Washington
1992

Experience:

20 years

Federal & State Funding

Tony has been designing and processing federally funded projects for over 13 years. He has administered the funding for projects funded by CMAQ, RSTP and ARRA. He has also worked with Minor B Funds (Co-op Agreements), Prop 1B, CDBG, and USDA grants/loans. He understands the unique challenges posed by using Federal or State funds, and the specific requirements that must be incorporated into the project specifications when using these various funding sources. He works with StanCOG staff and Caltrans Local Assistance staff on a regular basis as he processes projects through various stages of approval. Consequently, he stays current on changes to Local Programs Procedures (LPP's).

Municipal Projects:

- Tully/Santa Fe Intersection (RSTP), Hughson
- F Street / S.R. 132 Signalization (CMAQ), Waterford
- Bentley Street / S.R. 132 (CMAQ), Waterford
- Western / S.R. 132 Signal (CMAQ), Waterford
- WWTP Modification (CDBG), Isleton
- Major Collector Street Overlay (ARRA), Waterford
- Safe Routes to School (SR2S), Waterford
- Downtown Revitalization (CMAQ), Waterford
- Skyline Park Frontage (CDBG), Waterford
- Western Avenue Rehabilitation, Waterford
- Spreckels / Moffat Signalization, Manteca
- Salado Creek Pedestrian Bridges, Patterson
- Commerce / Yosemite Signalization, Manteca
- Chabot / Grant Line Road Signalization, Tracy

Site Plan Projects:

- Fire Station No. 3, Stockton
- Elk Grove Retirement Center, Elk Grove
- Burger King / Chevron Station, Sacramento County
- Lions Retail Center, Stockton

School Projects:

- George Kelly Elementary, Tracy Unified
- Tracy High School Renovation, Tracy Unified
- North Elementary Renovation, Tracy Unified

Residential Subdivision Projects:

- Redbridge (400 lots) Tracy
- The Parkway (1,500 lots), Santa Nella, Merced Co.
- Creekside Meadows (500 lots), Patterson

KEVIN HEWINS, L.S., Field Survey Manager



Registration:
California
Professional
Land Surveyor
No. 17079

Experience:
29 years



Kevin manages the Survey Department at MCR Engineering. He has over 29 years experience in boundary surveys, topographic surveys, control, and construction staking.

Kevin is a true surveyor in every sense of the word. He enjoys being outdoors researching deeds and monuments, finding property corners and construction staking. Kevin considers the survey crews an extension of our engineering department. As a result, he emphasizes the importance of communication between field and office while gathering topographic information or setting stakes during construction. He extends this team-oriented approach to the contractors as well and is known for maintaining good relationships that avoid conflicts and disagreements that can cost the project time and money.

When Kevin joined MCR in 1997, he brought with him a wealth of experience from both the public and private sectors including:

Bureau of Land Management:

Kevin spent 6 years with the BLM, retracing the original surveys of the old west, interpreting original field notes, re-establishing section corners of the original sectionized land in the state of California, and establishing boundaries between public and private land.

Army Corps of Engineers:

Kevin worked for the Corps for 3 years, surveying military installations, traveling the western United States monitoring earthen and concrete dams for movement using first and second order surveying practices, and performing hydrographic surveys along the Sacramento River for bank protection and levee stability.

Trimble Navigation:

Kevin's extensive experience in Global Positioning System Surveying practices is the result of completing an intense training program with Trimble Navigation (the leading GPS equipment manufacturer in the U.S., and traveling the country teaching other surveyors how to use GPS in their surveying practices to improve efficiency.

Topographic Surveys:

- Cosumnes River College, Sacramento
- San Luis Ranch, Merced
- Brethren Park, Waterford
- Woodward Park, Manteca

Construction Staking:

- Louise Avenue Improvements, Manteca
- S.R. 108 Reconstruction, Oakdale
- Moffat Blvd (Main to Woodward), Manteca

ALTA's and Boundary Surveys:

- Union Pacific Railroad, Manteca (200 acres)
- Quinto Ranch, Merced County (1,000 acres)
- Villages of Laguna San Luis, Merced Co. (2,500 ac)
- Oakwood Lake, San Joaquin County (500 acres)

Records of Survey:

- SSJID Water Treatment Plant, Manteca
- Manteca Water Quality Control Facility, Manteca
- Moffat Blvd LLA / ROS, Manteca

DOUG BANKS, L.S., Office Surveyor



Doug manages our mapping department and has over 12 years experience in mapping and boundary work. Doug oversees parcel and subdivision mapping, records of survey, analyzing boundary data, lot line adjustments and mergers, writes legal descriptions and prepares exhibits. Known for his intense focus and attention to detail, Doug has earned the respect of the County surveyors who check his work. As a result his final maps and other survey documents are always approved in a very short time frame with very few, if any, plan checks.

Registration:

*California
Professional Land
Surveyor,
No. L8159*

Experience:

12 years

City of Waterford

Doug performs all final map plan checks for the City of Waterford, and regularly prepares legal descriptions for them for right-of-way takes, lot line adjustments, and other office survey work.

Manteca Unified School District

Doug has been providing on-going office survey work for MUSD for over five years, including Community Service District (CFD) formations, boundary research, lot line adjustments, records of survey, legal descriptions for property acquisitions and abandonment and many other duties.

City of Manteca

Doug's work for the City of Manteca has included corner records, legal descriptions and plats for ROW dedication and abandonment, annexations, records of survey and lot line adjustments.

South San Joaquin Irrigation District

Doug has prepared countless topographic and boundary surveys for the district, as well as easement legal descriptions and plats, and boundary splits.

Final Subdivision Maps:

- *Destinations Subdivision, Stockton*
- *Primavera Subdivision, Manteca*
- *Redbridge Estates, Tracy*
- *Brookside Estates Unit 17, Stockton*
- *Creekside Meadows, Patterson*
- *Legends Village, Modesto*
- *Starling Ridge Estates, Riverbank*
- *Del Rio West Estates, Stanislaus County*
- *The Vineyards Estates, Oakdale*

Final Parcel Maps:

- *Kelton Business Park, Sacramento*
- *Lodi Industrial Park, Lodi*
- *Spreckels Parcel Map, Manteca*
- *Sundance Lake Parcel Map, Modesto*
- *Pegasus Parcel Map, Stockton*

ALTA Surveys:

- *Torcello Apartments, Stockton*
- *Oakwood Lake, San Joaquin County*
- *Quinto Ranch, Merced County*
- *Centerpoint Industrial, Manteca*
- *Union Pacific Railroad, San Joaquin Co.*

CFD Formations & Annexations:

- *Meadowbrook Estates CFD, Merced*
- *Southwest Gateway Annexation, Lodi*
- *Crivello Estates Annexation, Manteca*

Records of Survey:

- *South Manteca High School, Manteca*
- *Brookside Estates, Unit 39, Stockton*
- *Water Quality Control Facility, Manteca*
- *Mettler & Son, Lodi*

ROB MARLER, P.E., Project Engineer



Rob Marler will be the project engineer on this project. He will oversee the design and preparation of the PS&E's, with the help of his experienced support staff.

Rob is a Project Manager with over 12 years of well-rounded design experience in civil engineering. He is noted for his excellent people skills (a rare possession among engineers) and ability to communicate effectively with clients and his associates. He is well respected for his work ethic and moral values. We get compliments on a regular basis from our clients who have worked with Rob, citing his reliability, punctuality and professional demeanor.

Registration:

California Licensed
Civil Engineer
No. C70159

Education:

B.S. Civil Engineering
Univ. of the Pacific
2001

Experience:

12 years

Roadway & Signal Projects

Rob has designed nearly all of the capital improvement projects that have been constructed in the City of Waterford over the past 12 years, and he has designed several significant other roadway projects in Oakdale, Manteca and Hughson. His projects include storm drain improvement projects, full street reconstruction projects, Safe Route to School projects, Intersection / Signalization projects, downtown rehabilitation project, lift station upgrades, sewer line replacement projects, and storm drain outfall projects totaling more than \$20 Million.

Villages of Laguna San Luis, Merced County

For the last 5 years, Rob has provided on-going engineering consulting services to a consortium of developers in Merced County for the single largest development in County history. Villages of Laguna San Luis is a 6,300-acre master planned community boasting over 15,000 residential units, almost 200 acres of commercial, 4 elementary schools, 2 middle schools and one high school. Rob provided engineering analysis, master infrastructure planning, cost estimating services for the Specific Plan and E.I.R. He also created all the land use and zoning maps and other graphics.

Municipal Projects:

- Tully/Santa Fe Intersection (RSTP), Hughson
- F Street / S.R. 132 Signalization (CMAQ), Waterford
- Bentley Street / S.R. 132 (CMAQ), Waterford
- Western / S.R. 132 Signal (CMAQ), Waterford
- WWTP Modification (CDBG), Isleton
- Major Collector Street Overlay (ARRA), Waterford
- Safe Routes to School (SR2S), Waterford
- Downtown Revitalization (CMAQ), Waterford
- Skyline Park Frontage (CDBG), Waterford
- Western Avenue Rehabilitation, Waterford
- Spreckels / Moffat Signalization, Manteca
- Salado Creek Pedestrian Bridges, Patterson
- Commerce / Yosemite Signalization, Manteca
- Chabot / Grant Line Road Signalization, Tracy

Site Plan Projects:

- Fire Station No. 3, Stockton (in progress)
- Elk Grove Retirement, Elk Grove
- Burger King / Chevron Station, Sacramento County
- Lions Retail Center, Stockton

School Projects:

- George Kelly Elementary, Tracy Unified
- Tracy High School Renovation, Tracy Unified
- North Elementary Renovation, Tracy Unified

Residential Subdivision Projects:

- Redbridge (400 lots), Tracy
- The Parkway (1,500 lots), Santa Nella, Merced County
- San Luis Ranch (700 lots), Santa Nella, Merced County

DAN EAVENSON, P.E., Principal, Construction Manager



Dan Eavenson will assist the design team with storm drainage design and, in particular, the means and methods for storm water quality control on the project. He will also help with cost estimates. Mr. Eavenson is a principal at MCR Engineering, and oversees the construction management division of the company and preparation of Storm Water Pollution Prevention Plans (SWPPPs).

Dan spent the first 10 years of his career in the construction industry. As a superintendent for a major engineering contractor in the central valley, he personally directed the construction of basically everything we typically design. His knowledge of the construction process has proved to be invaluable to our engineers and designers. He places great emphasis on preparing improvement plans that are "build-able" and complete.

Registration:

California Licensed
Civil Engineer
No. C54088

Qualified SWPPP
Developer (QSD)
Qualified SWPPP
Practitioner (QSP)
No. 00264

Education:

B.S. Civil Engineering
Cal Poly S.L.O.
1992

California Stormwater Quality Association

Dan is one of the relatively few engineers in the state that has been certified by CASQA as both a Qualified SWPPP Developer (QSD) and a Qualified SWPPP Practitioner (QSP). As a result of his training and certification he is qualified to prepare, revise, oversee and implement Storm Water Pollution Prevention Plans (SWPPP's) that meet the state standards established in the Construction Activities Storm Water General Permit (Order 2009-0009-DWQ), or Construction General Permit (CGP).

South San Joaquin Irrigation District

Dan works closely with the SSIID Engineering Management to oversee their annual capital improvement projects each year. He manages the design and construction schedule and oversees the surveying, design and construction of over \$6 Million in irrigation facilities improvements annually, including pipeline replacements, canal linings, distribution box replacements and other improvements. Dan has earned the trust and respect of the district management, board and staff by providing consistent service, sound engineering advice and an intimate knowledge of construction practices.

Municipal:

- J Street / Crane Signalization, Oakdale
- Spreckels / Yosemite Signalization, Manteca
- Louise / Airport Signalization, Manteca
- Louise / Cottage Signalization, Manteca
- F Street / Willowood Signalization, Oakdale
- Moffat Boulevard, Manteca
- Western Avenue Reconstruction, Waterford
- Union Street Widening, Manteca

Irrigation Projects:

- SSIID Lateral B1, Escalon
- SSIID R Ditch Replacement, Manteca
- SSIID Line Replacement (Kac to Qc), Ripon
- SSIID Line Replacement (W to Wc), San Joaquin Co.
- SSIID Line Replacement (V to Ufa), San Joaquin Co.

School Projects:

- Lincoln High School Baseball Complex, Stockton
- Sierra High School Track, Manteca
- El Dorado Adult School, El Dorado
- Liberty Ranch High School, Galt
- New Vision High School, Stockton
- Weston Ranch High School Addition, Stockton
- Veritas Elementary School, Manteca
- Lathrop High School, Lathrop
- Mossdale Elementary School, Lathrop

Site Plan Projects:

- Chabot Commerce Center, Tracy
- Northgate Commercial, Manteca
- Walgreen's, Manteca

MICHAEL P. BECKER, P.E.
Transportation Engineer

Michael P. Becker is responsible for a wide variety of Traffic Engineering applications, including preparation of PS&E for improvement projects, preparing and managing traffic impact studies, preparation of Transportation Management Plans (TMP's) and traffic signal operations and safety studies.

EDUCATION: CSU-Chico, B.S., Civil Engineering, 1985

REGISTRATION: Traffic Engineer: California

AFFILIATIONS: Institute of Transportation Engineers (ITE)

EXPERIENCE:

Mr. Becker has more than twenty years of consulting experience in Traffic Engineering and Transportation Planning.

Mr. Becker has been responsible for many infrastructure design projects and PS&E. Over the last five years he has completed PS&E for more than 50 traffic signals and associated intersection improvement projects. He has been involved in the preparation of Project Study Reports for improvements to the State Highway system, including new interchanges and system modifications.

Mr. Becker has prepared several traffic signal timing and safety studies. He was project engineer for two City of Sacramento FETSIM traffic signal timing projects, and developed timing plans for 50 and 12 signal subsystems. He also prepared plans for coordinated operation of isolated pairs of traffic signals within Cities of Rocklin and Sonora. His resume also includes traffic safety studies under Office of Traffic Safety grants and high accident location analysis. Mr. Becker has been responsible for "Safe Route to School Programs" and access studies for elementary and high schools.

Mr. Becker has been responsible for the preparation of numerous Traffic Impact Studies for projects throughout Northern California and Nevada. In urban settings, he has been responsible for the Circulation Element of numerous EIR's in the City and County of Sacramento. Mr. Becker has also completed studies for major development proposals in the rural Sierra Nevada foothill counties of Tehama, Plumas, Calaveras, Tuolumne, Amador and El Dorado.

KENNETH D. ANDERSON, P.E.

President

Kenneth D. Anderson, P.E. is the President of **KD Anderson & Associates, Inc.** Since establishing the company in 1990, he has overseen the completion of traffic impact analyses, traffic operations / safety studies and circulation infrastructure design projects. He is directly responsible for the satisfactory completion of all final project design and approval, client liaison and project presentation.

EDUCATION: California Polytechnic State University, S.L.O.
B.S., Transportation Engineering, 1978

REGISTRATION: Civil Engineer: California
Traffic Engineer: California

AFFILIATIONS: Institute of Transportation Engineers (ITE): Past President of No California Section
National Society of Professional Engineers (NSPE)
Council for Educational Facility Planners International (CEFPI)

EXPERIENCE:

Over the past thirty years, Mr. Anderson has been directly responsible for the completion of a wide variety of Transportation Engineering and Planning projects throughout the Western United States.

In the area of Traffic Operations and Design, Mr. Anderson has overseen the design of **Traffic Signal and Safety Lighting Systems** for nearly 150 intersections in California. He has directed the preparation of **Signing and Striping plans** for highway improvements and developed **Construction Traffic Control Plans** under Caltrans and MUTCD guidelines. He has conducted **Traffic Safety / Operational Studies** for many cities and school districts.

Mr. Anderson has completed many **Regional Circulation Studies** for many cities and counties, including General Plan Updates for cities throughout central and northern California. He has been involved in GPU's for the cities of Coalinga, Hanford, Riverbank, Waterford, Colusa, Newman, Hughson, Grass Valley, Orland, Gridley and Live Oak. He has also completed traffic studies for numerous of specific plans, community plans and general plan amendments.

He has been responsible for preparing the **Transportation / Circulation Element of Environmental Impact Reports / Statements** completed under State and Federal Guidelines for projects ranging from Ski Resort and Hotel Casino Expansions in the Lake Tahoe Basin to residential and commercial developments throughout the Western United States.

Mr. Anderson has worked alongside Caltrans in the planning of **Highway and Interchange improvement Project Study Reports (PSR's)**. Representative projects, include the State Route 152 / Volta Road interchange in Los Banos, the State Route 99 / SR 233 (Robertson Blvd) interchange in Chowchilla and the State Route 70 / Feather River Blvd interchange in Yuba County.

Mr. Anderson has been involved in the planning and traffic impact assessment for **Educational and Religious Facilities** throughout Northern California. He has prepared impact analyses for community college campuses in the State Center, Kern, Sierra and Yosemite Community College Districts. He has assisted in the design of high schools for the Elk Grove Unified, Natomas, Grant Unified, Stockton, Rocklin, Folsom, Modesto City and Madera Union School Districts. He has also evaluated traffic conditions and recommended improvements at CSU-Chico and CSU-Humboldt.

KDA

WAYNE SHIJO
Project Manager

Wayne Shijo is a Project Manager at **KD Anderson & Associates**. He is responsible for the organization, management, and completion of air quality and global climate change (greenhouse gas) analysis projects.

EDUCATION: University of California at Davis
B.S., Environmental Planning and Management, 1977

AFFILIATIONS: Institute of Transportation Engineers (ITE):
Past President of Northern California Section

EXPERIENCE:

Mr. Shijo has 32 years of experience providing air quality and global climate change analysis services to public agencies and private clients throughout the west coast, focusing on the Central Valley and foothills area of California. The vast majority of these analyses have been prepared for inclusion in California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) environmental compliance documents. He has managed the air quality and global climate change analyses of many transportation facilities and land use development projects. His relevant experience includes the following:

Air Quality Analysis

Mr. Shijo has analyzed the air quality and global climate change impacts of land use developments, roadway projects, and other infrastructure projects. He is familiar with analysis methods and significance thresholds specified by the Caltrans *Standard Environmental Reference*, the University of California Davis, Institute of Transportation Studies (UCD/ITS) document *Transportation Project-Level Carbon Monoxide Protocol*, the Sacramento Metropolitan Air Quality Management District *Guide to Air Quality Assessment in Sacramento County*, and the San Joaquin Valley Air Pollution Control District *Guide for Assessing and Mitigating Air Quality Impacts*. He has prepared carbon monoxide impact analyses of specific intersections and areawide networks, analyzed regional ozone precursor emissions, quantified greenhouse gases emissions, determined the consistency of projects with policy plans, conducted federal air quality conformity analyses, and developed new analysis techniques. He has extensive experience using air quality models including URBEMIS, CalEEMod, CALINE4, EMFAC, CAL3QHC, ISCST3, BURDEN, DTIM, and MOBILE5.

Software Application Development

Mr. Shijo has developed software applications to improve the speed, quality, or capability of air quality analysis methods. Software platforms include FORTRAN, BASIC, and commercial spreadsheet programs. Examples of air quality analysis software include a program to automate transfer of output data files from transportation simulation models to input data files for air quality dispersion models; upgrading and expanding air quality dispersion models used to analyze on-road vehicular travel (the CALINE and CAL3QHC series of models); a program to prepare plots of CALINE air quality model networks; software to estimate fugitive dust and equipment exhaust emissions from large construction projects; and software to estimate the change in regional PM₁₀ and ozone precursor emissions based on travel model-estimated changes in regional vehicle miles traveled and vehicle hours traveled.

Garrett Hubbard, MSc, PE, GE

QUALIFICATIONS

- *Registrations* California Registered Geotechnical Engineer (GE), #2588
California Registered Professional Engineer, (PE), Civil, #C59010
Nevada Registered Professional Engineer (PE), Civil, #14332
Oregon Registered Professional Engineer, Civil/Geotech, #78200
Washington Registered Professional Engineer (PE), Civil, #37638
- *Certifications* Troxler Nuclear Gauge Certificate #071531
Post-tensioning Institute Certification
- *Written/Oral Communications* Written many technical reports for clients; coordinated numerous projects involving other engineers, architects and developers.
- *Management* Manages and supervises NOA offices in Lodi and Modesto who's staff includes engineers, engineering technicians, special inspectors and support personnel.
- *Technical* Soil mechanics, foundations, slope stability, retaining walls, post-tensioned foundations, hydrology, and material testing.

EXPERIENCE

Principal Geotechnical Engineer, Lodi/Modesto General Manager 2000 - Present
Neil O. Anderson & Associates, Inc. Lodi, California
Engineers and writes geotechnical investigations for residential, commercial and industrial development. Manages engineering projects through engineering inspections, testing and observation in the field, and prepares engineering reports and calculations. Extensive experience in foundation and post tension foundation designs.

Staff Engineer 1995 - 1999
Neil O. Anderson & Associates, Inc. Lodi, California
Conducted field investigations, managed lab technicians, scheduled projects, and wrote technical investigation reports. Designed post-tensioned slab-on-grade foundations. Supervised special inspectors.

Engineering Technician 1992 - 1995
Neil O. Anderson & Associates, Inc. Lodi, California
Performed lab tests, site inspections, special inspections, drilling sampling, classified soils, and conducted site reports. Interacted in projects with engineers, developers, architects, superintendents, environmental agencies, and the public on a daily basis.

Field Engineering Assistant/Technician 1992
Pacific Gas and Electric Modesto, California
Assisted in high-pressure gas line and high-pressure regulator installation. Construction experience, including heavy-equipment operation.

EDUCATION

Master of Science 1996 - 1998
California State University, Sacramento Sacramento, California
Major: Civil Engineering Concentration: Geotechnical

Bachelor of Science 1989 - 1995
Fresno State University Fresno, California
Major: Civil Engineering

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers (ASCE), Central Valley Branch Past President
Post Tension Institute (PTI) (10 years)

Daniel Kramer, BSc, PG

QUALIFICATIONS

- *Certifications* Professional Geologist #8657, California
ACI, Field Tech I
40 hour Hazwoper
Troxler Nuclear Gauge
- *Technical* GPR, GIS/GPS, Slope w/Seep W Analysis, Rock Ware Stability Analysis, Seismic Reflection/Refraction, Resistivity Testing, General Equipment OPS, General Maintenance, Lab Testing, Field Tech
- *Computer* ARC View, Radan, Slope/W, Seep/W, Microsoft Applications, Illustrator

EXPERIENCE

Staff Geologist **2006 - Present**
Neil O. Anderson & Associates, Inc. *Lodi, California*

Tasks include geological field mapping and site specific test rock and soil classification, landslide evaluation and remediation design work, environmental report writing and analysis (CEQA, NEPA, Phase I and Phase II ESA's, Contamination Removal Actions, Monitoring Well Design and Installation), septic/leach field and storm water permeability investigation, quarterly groundwater and surface water monitor reporting program compliance, Geologic Hazard investigation reports, Naturally Occurring Asbestos (NOA) investigation and reporting, geophysical investigations, and geologic and geotechnical field investigations and reporting (including field investigations and soil logging of over 500 hours of San Joaquin and Sacramento Valley, Delta, and Foothill sites).

Sr. Staff Geologist **2005 – 2006**
Kleinfelder, Inc. *Stockton, California*

Tasks included performing Geologic Hazard investigation reports for over 15 schools through the bay area, landslide evaluation, landslide remediation design and repair, fault investigation and trenching, fault investigation literature review and report writing, and geologic and geotechnical soil logging (over 750 hours of soil logging on drill sites throughout the Bay Area and Sacramento Valley, including levee project drilling along the Sacramento River Levee System in Yolo, Sutter and Sacramento Counties).

Staff Geologist, Lab & Field Technician **2004 – 2005**
Neil O. Anderson & Associates, Inc. *Lodi, California*

Tasks included environmental sampling, report preparation and editing, computer drafting, soil and concrete testing and sampling, pool epoxy injection repairing, GPR (Ground Penetrating Radar) testing and data interpretation and geologic and geotechnical soil logging (over 750 hours of time spent on B-53 Mobile Drill rig as primary soil logger).

EDUCATION

Bachelor of Science **1999 - 2004**
University of the Pacific *Stockton, California*
Major: Geology

Kathy Kinsland, REA, CISEC

Kathy Kinsland has over 30 years of experience in environmental review, stormwater management, environmental regulatory permitting, project management, construction monitoring, biological surveys, and technical assessment and review.

Her experience ranges from California Energy Commission entitlements; public involvement, regulatory compliance, environmental assessment and review (CEQA/NEPA), and emergency response. In addition she has over 20 years of construction inspection experience for stormwater compliance and training, mitigation monitoring, pre-construction biological surveys, and wetland delineation and permitting,

Ms. Kinsland served as co-chairman for the California Storm Water Quality Association's (CASQA) Construction Subcommittee 2003-2005). She has worked directly with Construction Managers and Central Valley municipalities' during the permitting and construction phase of roadway improvement projects.

Relevant Experience

Roadway Improvements/Intersections, Signalization, Bridge Construction Compliance

Ms. Kinsland has been part of numerous Construction Management Teams, responsible for providing project permitting, pre-construction biological and construction phase compliance services to local municipalities on numerous roadway and bridge projects. Services provided include pre-construction biological surveys; CEQA/NEPA mitigation compliance tracking, review of SWPPPs, assistance with project permitting; coordination with regulatory agencies; preparation of SWPPPs, development and implementation of worker training programs for stormwater inspection, worker training for sensitive species

Education

BS, Aquatic Biology, Chemistry Minor, Eastern Michigan University, Ypsilanti, MI; Graduate Course Work and Continuing Education

Certifications/Associations

California Registered Environmental Assessor (REA-05629)
Certified Inspector Sediment and Erosion Control (CISEC- 311)
California Storm Water Quality Association (CASQA), Executive Planning Committee and Co-Chair of the Construction Subcommittee -- 2003-2006
International Erosion Control Association -- (IECA)

Key Positions

Owner/President; Argonaut Ecological, Inc.;
Senior Regulatory Specialist; Shaw E&I, Part Time
Manager of Environmental Services, RMI/Navigant;
Hazardous Waste Technical Support Specialist to U.S EPA On-Scene Coordinators/Regional Health & Safety Officer
Staff scientist, U.S. Army Corps of Engineers, Detroit District and Sacramento District

Training

Stormwater Pollution Prevention on Construction Sites
Stormwater Pollution Prevention for Transportation Construction
Advanced Wetland Delineation and Management Training

protection; stormwater inspections; and wetland delineations and permitting.

- County Road 99 Widening Project, Yolo County, Ca.
- Milnas and Albers Road Interchange and Signalization Project, Modesto, Ca.
- City of Stockton UPRR/Eight Mile Road Overpass Project, Ca.
- Auburn-Folsom Road Widening Project Placer County, Ca.
- Interstate 80/Truckee Flat Deceleration Lane Project, Placer County, Ca.
- Highway 65/Sunset Boulevard Bridge Replacement, Signalization, and Interchange Project, Placer County, Ca.
- Folsom Bridge Project, Folsom, Ca.
- Galt Wastewater Treatment Plant Improvements Project.
- Jefferson Boulevard Widening, Signalization, and Bridge Replacement Project; W. Sacramento, Ca;

- Tower Bridge Gateway Modification Project – West Phase, W. Sacramento, Ca.
- Arden-Garden Connector Project
- I-80/Sierra College Boulevard Interchange, Signalization, and Bridge Replacement a Project, Ca.
- W. El Camino Bridge Replacement and Widening Project, Ca.
- Missouri Flat Interchange and Widening Project, El Dorado County, Ca.
- County Road 140 Widening Project, Yolo County, Ca.

Environmental Review/Impact Analysis - CEQA/NEPA Reviews – Over the past 20

years, Ms. Kinsland has managed or assisted in the preparation of numerous CEQA and NEPA environmental documents, ranging from full EIR/EIS's or Initial Studies/Mitigated Negative Declarations and Environmental Assessments. Ms. Kinsland acted as a technical advisor in the preparation of technical studies in support of an EIR for a winery project along the Central Coast of California, recently prepared a Mitigated Negative Declaration for a landfill expansion project, and completed a Mitigated Negative Declaration for a school improvement project in Stanislaus County. Within the past three years she prepared approximately ten IS/MNDs for various school projects throughout the Central Valley. In addition, Ms. Kinsland has worked on several large EIS/EIR's for the U.S. Bureau of Reclamation (Montana, California, Colorado, Utah) on water conveyance, reservoir resource management plan, and was the technical coordinator and assistant project manager for a 229-mile gas pipeline project through Oregon, California and Nevada.

Biological Permitting: Confidential Clients and Municipal Clients – Over the past 20

years Ms. Kinsland has worked on a variety of land development and infrastructure projects. She has performed numerous wetland delineations, habitat assessments and assisted

clients with wetland permitting and land use entitlement. The types of permitting work she has performed includes wetland permitting (Section 404 and Section 10), Water Quality Certification (401), incidental take permit (Section 7/9), Streambed Alteration Agreement (1601/1603), review of stream crossing frack-out plan review, mitigation plan development, and input into construction specifications regarding stream crossing and biological resource protection. A majority of Ms. Kinsland permitting work has focused on municipal infrastructure projects, including bike trails, water and sewer lines, and roadway, signalization, and bridge improvements.

Flood Control Projects -Throughout her career, Ms. Kinsland has worked on various aspects of flood control projects. Her experience began while working with the U.S. Army Corps of Engineers where she was tasked to work on plan formulation, damage assessment, environmental review, and public outreach. She worked on projects throughout the Mid-West and in 1986 was detailed for several months to the Sacramento, CA office to assist the Corps with the levee repair and permitting following the wide-spread flooding in Northern California. In the private sector, Ms. Kinsland worked as an extension to staff for the Sacramento Area Flood Control Agency (SAFCA) and served as SAFCA's Project Leader for the Dry Creek/Robla Creek Levee Improvement Project and in this role she was responsible for managing a community outreach technical committee, oversaw preparation of the EIR, worked with MBK (hydrologist) to review project alternatives, and implemented a community involvement plan regarding flood protection options and relocation alternatives.

Ms. Kinsland recently completed work for the Fresno Metropolitan Flood Control District on realignment of a flood control channel by handling the permit entitlement process for wetland fills, cultural resources protection, and special status species protection.

Maureen Daggett, REA, CPESC, CISEC, QSD/QSP, CHMM

Ms. Daggett has over 20 years of experience in environmental, health and safety regulatory compliance analysis, planning and management. She began her career as an industrial chemist and engineer in the aerospace industry working on innovative hazardous waste and industrial wastewater minimization, treatment and recycling projects.

Since 1989 Ms. Daggett developed expertise in water quality planning and management, with emphasis on industrial and urban stormwater compliance permitting and management. As the Administrator of the State approved California Auto Dismantlers Group Stormwater Monitoring Program and Wine Manufacturers Group Stormwater Management Program, Ms. Daggett has developed extensive expertise in water quality planning. Ms. Daggett served as the chair to the State Stormwater Task Force committee that provided technical input and recommendations for the revision and reissuance of the upcoming General Industrial Permit. Ms. Daggett was one of the original members of the State Water Board Task Force Committee that developed the recently published storm water sampling and monitoring guidance document for the General Construction Permit.

Ms. Daggett recently served on the California Stormwater Quality Association, Executive Committee. Ms. Daggett recently presented a series of workshops around the state for EPA's Phase II NPDES permitting for storm water and for storm water requirements of General Construction Permit implementation and monitoring. She also has experience in monitoring construction projects for SWPPP compliance

Relevant Experience

SWPPP Preparation and Construction

Monitoring – Ms. Daggett has prepared numerous SWPPP under both the previous and current General Permit. In addition she has worked on several construction and construction management projects throughout California. She has been tasked with preparation of SWPPPs, review of SWPPPs; development and implementation of worker training programs for

Education

B.S., Chemistry, Mathematics minor
California State University, Sacramento, CA

B.S., Manufacturing Engineering Technology
National University, Sacramento, CA

Certifications/Associations

California Registered Environmental Assessor (REA-05629)
Certified Inspector Sediment and Erosion Control (CISEC- 311)
Certified Professional Erosion and Sediment Control (CPESC)
Registered Environmental Assessor (REA 03629)
Certified Hazardous Materials Manager (CHMM) by the Institute of Hazardous Materials management, 1990

Key Positions

Argonaut Ecological, Inc., Associate Staff – 2007-present
Environmental Compliance Management Services
Owner and Principal – 1992 to Present

Dames and Moore
Regulatory Compliance and Permitting Specialist- 1990 - 1992

Aerojet General Chemist, Engineer and Environmental Specialist
1985-199

stormwater inspection, and stormwater inspections.

- Galt Wastewater Treatment Plant, CA
- Highway 65/Sunset Interchange, Roseville CA
- Folsom Bridge Project, Folsom, CA.
- SMUD, Striker Avenue Substation Project, Sacramento, CA
- I-80/Sierra College Boulevard Bridge Replacement Project CA
- W. El Camino Bridge Replacement Project, CA
- Waterman Avenue Project, Elk Grove, CA

JAMIE FORMICO, SR/WA, R/W-RAC, R/W-NAC*Project Manager*

As a Project Manager, Jamie has demonstrated expertise in handling a variety of projects in a timely and cost effective manner. With her extensive experience in complex property negotiations and in dealing with complicated relocations, Jamie is able to provide acquisition and relocation assistance as needed. She is certified in relocation assistance and can prepare relocation project reports. Jamie holds a certification in negotiations and the senior right of way designation. She has proven herself to be an integral and highly productive member of our right of way team.

City of Dinuba, Avenue 416/El Monte Way Widening Project

Universal is providing appraisal, appraisal review, acquisition, and relocation assistance services for 90 parcels, as well as relocation assistance services for 13 single family residences and 7 business.

The purpose of the project is to add vehicular capacity and increase safety on Avenue 416/El Monte Way between Road 56 and Road 92 in the City of Dinuba by improving it to a full four lanes over the entire length of the project. In conjunction to the Widening of Avenue 416/ El Monte Way, additional intersections will be created at Road 62, Road 64, Road 68 and Euclid Avenue. Modifications will be take place at the existing intersection of Road 72.

Client Contact: Rick Liptak, DOKKEN Engineering, 2365 Iron Point Road, Suite 200, Folsom, CA 95630 (916) 858-0642.

County of Tulare, CA, Road 80 Widening Project

This project is a road widening project in Tulare County. Universal is providing appraisal, appraisal review and acquisition services for 125 parcels, as well as relocation assistance for 10 parcels.

The project involved the improvement of various intersections along Road 80 in Tulare County. Road 80 was widened to four lanes and landscaping was added to the center of the roadway to enhance safety.

Client Contact: Rick Liptak, DOKKEN Engineering, 2365 Iron Point Road, Suite 200, Folsom, CA 95630 (916) 858-0642.

City of San Pablo, Rumrill Boulevard Bridge Replacement Project

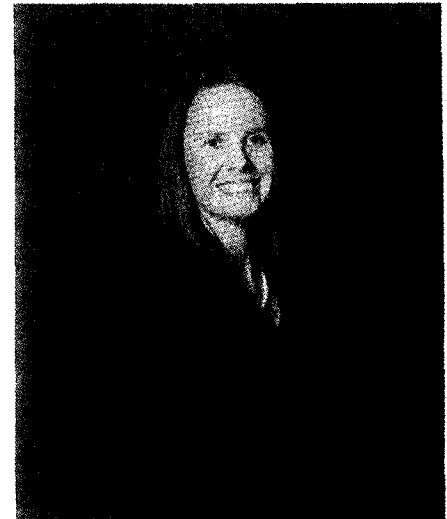
Universal provided appraisal, appraisal review, right of entries, acquisition and relocation assistance services for the bridge replacement. The project included the full acquisition of two parcels, two right of entries and the relocation of three residential tenants. Translation services were provided for two of the displacees. The third residential tenant displaced was participating in a financial assistance program; agents provided assistance in securing housing which was in compliance with this program.

Client Contact: Scott Christie, City of San Pablo, Department of Public Works, 13831 San Pablo Avenue, San Pablo, CA 94806. (510) 215-3057.

MWH, Lower Northwest Sewer Interceptor

Universal provided permitting and project management for Sacramento Regional County Sanitation District Project; 60 permits made up of State, County and City. The project consisted of 32,000 linear feet of 60-inch diameter sewer pipe, force mains and a 120" gravity flow line for the transmission of raw wastewater. Approximately 232 right of way parcels were acquired in ten construction sections.

Client Contact: Rick Frank, Montgomery Watson Harza, 1550 Harbor Boulevard, Suite 212, West Sacramento, CA 95691 (916) 830-7816.

**EDUCATION**

Bachelor of Science Degree,
Criminal Justice, Sacramento State
University
International Right of Way
Association courses

AFFILIATIONS/AWARDS

Senior Member, International Right
of Way Association (SR/WA)
Relocation Certification, IRWA
(R/W-RAC)
Negotiations Certification, IRWA
(R/W-NAC)
2006 Member of the Year Award,
IRWA Chapter 27
IRWA Chapter 27, Vice President
[2007-2008]
IRWA Chapter 27, Education Chair
[2006 and 2007]
California Real Estate Broker's
License No. 01445531
California Licensed Notary



JASON ANDREWS*Acquisition/Relocation Specialist*

As a right of way agent, Jason has demonstrated expertise in handling sensitive acquisitions in a timely and cost effective manner. He is a problem solver and innovative. He has strong skills in communication which is an asset to our right of way team. Jason has a background in real estate sales and property management. Previously he was responsible for the determination of value and sales of distressed properties such as bank owned and short sales around the surrounding area.

City of Dinuba, Avenue 416/El Monte Way Widening Project

Currently providing right of way acquisition and relocation services for the Ave 416/El Monte Way Widening Project. Responsible for the acquisition of 40 parcels and one residential relocation.

The purpose of the project is to add vehicular capacity and increase safety on Avenue 416/El Monte Way between Road 56 and Road 92 in the City of Dinuba by improving it to a full four lanes over the entire length of the project. In conjunction to the Widening of Avenue 416/ El Monte Way, additional intersections will be created at Road 62, Road 64, Road 68 and Euclid Avenue. Modifications will be take place at the existing intersection of Road 72.

Client Contact: Rick Liptak, DOKKEN Engineering, 2365 Iron Point Road, Suite 200, Folsom, CA 95630 (916) 858-0642.

City of Pleasant Hill, Golf Club Road Bridge Replacement

Currently providing right of way acquisition services for the Golf Club Road Bridge Replacement Project. The project involves the acquisition of seven parcels. Included in the seven property owners are three different public agencies which involves coordination efforts to properly follow agency real estate protocol for each to attain the necessary rights of way for the project. This project is funded by Caltrans and all work will conform to Caltrans standards.

Client Contact: Alan Glen, Quincy Engineering, 3247 Ramos Circle, Sacramento, California 95827, (916) 368-9181.

City of Citrus Heights, Auburn Boulevard Widening Project

Provided document management and right of way acquisition services for the Auburn Boulevard Widening Project. The project involved the acquisition of 54 parcels.

The purpose of the Auburn Boulevard Widening project is to increase the safety on this major street by replacing the center turn lane with landscaping and left turn lanes, repairing the sidewalks, adding a bike lane and the under grounding of utility and telephone lines.

Client Contact: Rob Himes, Mark Thomas & Co., Inc., 7300 Folsom Boulevard - Ste 203, Sacramento, CA (916) 381-9100.

County of Tulare, Road 80 Widening Project

Currently assisting in the completion of several files associated with the Road 80 Widening Project, handling decent safe and sanitary inspections, delivering of displacee benefits, assisting with the completion of relocation claims, and locating replacement housing.

The project involved the improvement of various intersections along Road 80 in Tulare County. Road 80 was widened to four lanes and landscaping was added to the center of the roadway to enhance safety.

Client Contact: Rick Liptak, DOKKEN Engineering, 2365 Iron Point Road, Suite 200, Folsom, CA 95630 (916) 858-0642.

**EDUCATION**

Bachelor of Science Degree,
California State University,
Sacramento

AFFILIATIONS

CA Real Estate Salesperson's
License No. 01722818
Member, International Right of
Way Association Chapter 27
Assistant Secretary Treasurer,
IRWA, Chapter 27
Education Chair, IRWA,
Chapter 27
California Licensed Notary



VANESSA COTHRAN*Acquisition/Relocation Specialist*

Vanessa has worked for Universal for the past 6 years on a variety of projects. She has demonstrated expertise in providing acquisition and relocation assistance services in a timely and cost effective manner and is knowledgeable regarding the requirements of the Uniform Relocation Act and Caltrans policies and procedures. She has the proven ability to multi-task while working independently or as part of a team. Vanessa has strong research skills and provides assistance to the other office staff working through the many systems and services to provide data that is needed to complete a relocation study or report. Her skills working with people and problem solving have made her a great addition to our team.

City of Dinuba, Avenue 416/El Monte Way Widening Project

Currently providing relocation assistance services associated with four businesses and six residences, which include owner-occupied and tenant occupied dwellings, for the Avenue 416/El Monte Way Widening Project.

The purpose of the project is to add vehicular capacity and increase safety on Avenue 416/El Monte Way between Road 56 and Road 92 in the City of Dinuba by improving it to a full four lanes over the entire length of the project. In conjunction to the Widening of Avenue 416/ El Monte Way, additional intersections will be created at Road 62, Road 64, Road 68 and Euclid Avenue. Modifications will be take place at the existing intersection of Road 72.

Client Contact: Rick Liptak, DOKKEN Engineering, 2365 Iron Point Road, Suite 200, Folsom, CA 95630 (916) 858-0642.

SR 132 Expressway Project

Currently providing cost estimates for right of way data sheets associated with the SR132 Expressway Project. This involves a field review and estimating the cost to relocate 8 businesses and approximately 30 residences associated with four alternatives.

Client Contact: Trin Campos, Jacobs Engineering, 180 Promenade Circle, Suite 300, Sacramento, California 95834, (916) 929-3323.

City of San Pablo, Rumrill Boulevard Bridge Replacement Project

Provided tenant relocation assistance services for two single family residences for the Rumrill Boulevard Bridge Replacement Project. One relocation involved coordination with the Contra Costa County Housing Authority for a tenant participating in a financial assistance program.

Client Contact: Scott Christie, City of San Pablo, Department of Public Works, 13831 San Pablo Avenue, San Pablo, CA 94806. (510) 215-3057.

Central Subway Partnership

Currently providing relocation assistance services associated with the SFMTA Central Subway Project. The project involves the relocation of 19 residential tenants and nine non-residential businesses. The project is located in China Town of San Francisco.

Client Contact: Ross Edwards, Central Subway Partnership, 651 Brannan St. San Francisco, CA 94107, (415) 581-5165.

**EDUCATION**

Bachelor of Arts of Degree,
California State University,
Sacramento

AFFILIATIONS

CA Real Estate Salesperson's
License No. 07887840.
Member, International Right of
Way Association, Chapter 27
Membership Chair [2011], IRWA,
Chapter 27
IRWA, Chapter 27 – Member of
the Year [2010]



ROSA CANTOR DE ALVAREZ

Bilingual Specialist

Rosa is a recent addition to our staff that has brought to our team her ability to assist in Spanish translation. With the growing number of acquisitions and relocations that involve the need for Spanish translation Rosa's expertise is essential. Her ability to communicate in both English and Spanish is crucial in assisting our growing Hispanic communities. She recently translated our documents to Spanish and will assist the team with any occupant or displacee requiring translation assistance.

City of Dinuba, Avenue 416/El Monte Way Widening Project
Currently providing translation services associated with Spanish speaking property owners and displacees for the Avenue 416/El Monte Way Widening Project.

The purpose of the project is to add vehicular capacity and increase safety on Avenue 416/El Monte Way between Road 56 and Road 92 in the City of Dinuba by improving it to a full four lanes over the entire length of the project. In conjunction to the Widening of Avenue 416/ El Monte Way, additional intersections will be created at Road 62, Road 64, Road 68 and Euclid Avenue. Modifications will be take place at the existing intersection of Road 72.

Client Contact: Rick Liptak, DOKKEN Engineering, 2365 Iron Point Road, Suite 200, Folsom, CA 95630 (916) 858-0642.

City of San Pablo, Rumrill Boulevard Bridge Replacement
Provided translation services associated with one Spanish speaking displacee.

This project involved completely removing and replacing the existing bridge on Rumrill Boulevard over San Pablo Creek, north of Brookside Drive, and reconstructing the Rumrill Boulevard/Brookside Drive signalized intersection. The new bridge will meet current seismic resistance standards and will be slightly wider in order to comply with current bridge and traffic safety standards.

Client Contact: Scott Christie, City of San Pablo, Department of Public Works, 13831 San Pablo Avenue, San Pablo, CA 94806. (510) 215-3057.

County of Tulare, Road 80 Widening Project
Currently providing translation services associated with Spanish speaking displacees for the Road 80 Widening Project.

The project involved the improvement of various intersections along Road 80 in Tulare County. Road 80 was widened to four lanes and landscaping was added to the center of the roadway to enhance safety.

Client Contact: Rick Liptak, DOKKEN Engineering, 2365 Iron Point Road, Suite 200, Folsom, CA 95630 (916) 858-0642.



EDUCATION

Associates Degree, Los Rios Community Colleges, Social Sciences and Sociology.

Currently pursuing Associates Degree in Psychology.



LESLIE D. FINNIGAN, SR/WA*Corporate Oversight*

Leslie has over 24 years of experience in the Right of Way field. She currently is involved in all phases of the land acquisition and relocation process in a management capacity. She is responsible for business development in Northern California, Oregon, SW Washington Idaho and overall corporate project oversight of Universal's projects and in the Region.

As the Regional Manager for this area, Leslie provides corporate oversight to all of the projects in Northern California, as well as project management when needed. Aside from direct project work, her duties include staffing, and contracting with subcontractors (appraisers, environmental firms, surveyors, clerical firms, etc.) and periodic quality assurance reviews on current projects to verify compliance with Federal regulations and Universal's internal audit requirements.

City of Dinuba, Avenue 416/El Monte Way Widening Project

Universal is providing appraisal, appraisal review, acquisition, and relocation assistance services for 90 parcels, as well as relocation assistance services for 13 single family residences and 7 business.

The purpose of the project is to add vehicular capacity and increase safety on Avenue 416/El Monte Way between Road 56 and Road 92 in the City of Dinuba by improving it to a full four lanes over the entire length of the project. In conjunction to the Widening of Avenue 416/ El Monte Way, additional intersections will be created at Road 62, Road 64, Road 68 and Euclid Avenue. Modifications will be take place at the existing intersection of Road 72.

Client Contact: Rick Liptak, DOKKEN Engineering, 2365 Iron Point Road, Suite 200, Folsom, CA 95630 (916) 858-0642.

County of Tulare, CA, Road 80 Widening Project

This project is a road widening project in Tulare County. Universal is providing appraisal, appraisal review and acquisition services for 125 parcels, as well as relocation assistance for 10 parcels.

The project involved the improvement of various intersections along Road 80 in Tulare County. Road 80 was widened to four lanes and landscaping was added to the center of the roadway to enhance safety.

Client Contact: Rick Liptak, DOKKEN Engineering, 2365 Iron Point Road, Suite 200, Folsom, CA 95630 (916) 858-0642.

City of Citrus Heights, Auburn Boulevard Widening Project

Universal is provided appraisal, appraisal review, and acquisition services for the Auburn Boulevard Widening Project. The project required the appraisal, appraisal review and acquisition of 61 parcels.

The purpose of the Auburn Boulevard Widening project is to increase the safety on this major street by replacing the center turn lane with landscaping and left turn lanes, repairing the sidewalks, adding a bike lane and the under grounding of utility and telephone lines.

Client Contact: Rob Himes, Mark Thomas & Co., Inc., 7300 Folsom Boulevard - Ste 203, Sacramento, CA (916) 381-9100.

Central Subway Partnership

Currently providing project management services associated with the SFMTA Central Subway Project. The project involves the relocation of 19 residential tenants and nine non-residential businesses. The project is located in China Town of San Francisco.

Client Contact: Ross Edwards, Central Subway Partnership, 651 Brannan St. San Francisco, CA 94107, (415) 581-5165.

**EDUCATION**

Western Oregon University (formerly OCE), 1969-1973

Numerous IRWA courses

National Highway Institute courses

Mediation Training, Institute for Conflict Management

AFFILIATIONS/AWARDS

California Broker's License No. 01879155

Senior Member, International Right of Way Association (SR/WA)

Past Region 7 Chair, IRWA

Region 7 Representative on

International Local Public Agency Commission (IRWA)

Oregon Chapter 3 President (1996), IRWA

Oregon Professional of the Year (1992)

Member, American Public Works Association (APWA)

Member, American Council of Engineering Consultants



JIM BUNTIN
Principal
Brown-Buntin Associates, Inc.

Mr. Buntin was a founding partner of Brown-Buntin Associates, Inc. (BBA), and managed the firm's Northern California office. He has performed a wide variety of acoustical studies, including analyses of airport/aircraft noise, traffic noise, industrial noise sources and architectural acoustics. His technical skills include aviation, industrial and traffic noise assessment, and development and interpretation of noise exposure criteria. He was awarded Board Certification by the Institute of Noise Control Engineering in 1985.

Mr. Buntin began his involvement in noise assessment in 1972 in the public sector. In 1980, Mr. Buntin was Director of the Center for a Quiet Environment at U.C. Berkeley, where he provided technical assistance and training in environmental noise assessment in the western United States. Since the founding of Brown-Buntin Associates, Inc. in 1981, Mr. Buntin has managed hundreds of noise analyses, including:

- Airport noise studies including FAR Part 150 Noise Compatibility Programs, quarterly noise monitoring and ongoing technical support, environmental documents, and noise contour preparation.
- Environmental noise assessments for project EIR/EIS documents in California and Nevada.
- Preparation of Noise Elements of the General Plan for numerous cities and counties in California.
- Noise assessments for a wide variety of proposed industrial, mining, and stationary sources.
- Staff noise assessments for power plant projects in California, for the California Energy Commission.

PROFESSIONAL AFFILIATIONS:

- Board Certified Member, Institute of Noise Control Engineering.
- Member, Acoustical Society of America.
- Member, Aircraft Noise Subcommittee, National Research Council, Transportation Research Board.
- Member, ASTM Committee E33 (Environmental Acoustics).

PUBLICATIONS AND PRESENTATIONS:

Noise Impacts of a Relocated Air Attack Base, Noise-Con 07, Reno, Nevada, October, 2007.

Fundamentals of Aircraft Noise, Noise 101, Oakland Airport Community Noise Management Forum, Oakland, California, November 2002 and October 2004.

Sound Insulation Assessment Using Aircraft Single Event Noise Levels, Second Annual AAAE/Quieter Home Sound Insulation Symposium, Palm Springs, California, October 20, 2002.

Helicopter Noise Assessment Issues, N.O.I.S.E Aviation Noise Symposium, Portland, Oregon, July 20, 2001.

Gas Turbine Noise Mitigation for a Residential Development, 140th Meeting of the Acoustical Society of America, Anaheim, California, December, 2000.

Comparison of Predicted Aircraft Noise Levels Using INM Versions 4.11 and 5.01, Noise-Con 96, Seattle Washington, September 1996

Modeling of Enhanced Sound Propagation at a California Airport, Inter-Noise 94, Yokohama, Japan, August, 1994.

Use of a Synthesized Aircraft Noise Spectrum for Residential Sound Insulation Evaluation, National Transportation Research Board, 72nd Annual Meeting, January, 1993.

Criteria for Acceptable Aircraft Noise Exposures in Classrooms, Inter-Noise 89, Newport Beach, California, December, 1989.

Criteria for Low Frequency and Infrasound from Wind Energy Farms in Kern County, 112th Meeting of the Acoustical Society of America, Anaheim, California, December, 1986.

Seminars in Environmental Noise Control, California Office of Noise Control Community Noise Conference, Asilomar, California, 1982, 1985, 1987, 1990.

EDUCATION:

- B.A., Zoology, 1968, University of California at Los Angeles.
- Graduate courses in Public Administration, California State University at Bakersfield.
- Graduate courses in Environmental Noise: University of California at Berkeley, Santa Cruz and San Francisco.

K. R. McBay Company

Real Estate Valuation and Consultation
Commercial, Agricultural, Eminent Domain

QUALIFICATIONS OF KENNETH R. MCBAY

PROFESSIONAL QUALIFICATIONS:

MAI (Member Appraisal Institute) - Designated Member of the Appraisal Institute
ARA (Accredited Rural Appraiser) - American Society of Farm Managers & Rural Appraisers
SR/WA (Senior Right of Way Agent) - International Right-of-Way Association
State of California Certified General Real Estate Appraiser, #AG008218
Licensed Real Estate Broker, State of California, #00777996
Certificate of Completion, Conservation Easement Valuation (Appraisal Institute & ASFMRA)
Certificate of Completion, Litigation Appraisal (Appraisal Institute)

FORMAL EDUCATION:

Hancock College	A.S. Degree, Business (Real Estate)
California State Polytechnic University	B.S. Degree, Agronomy
California State Polytechnic University	M.S. Degree, Agricultural Management
University of South Illinois	One year completed toward MBA

EXPERIENCE:

2000 - Present: K. R. McBay Co.: Agricultural, commercial, and eminent domain real estate valuation and consultation.

1995 - 2000: Professional Appraisal & Right-of-Way Services, Inc.: Right-of-way services, retail, office, industrial, special use, agricultural, and multi-residential valuation.

1991 - 1994: Woollard Associates: Retail, office, industrial, special use, subdivision, residential, and agricultural valuation.

1987 - 1989: Bank of America Agricultural O.R.E.O. ("Other Real Estate Owned"): Valuation and analysis of foreclosure properties. Administration of property management section.

1982 - 1987: John Hancock Life Insurance Co. Real Estate Investment Department: Valuation and analysis of full range of agricultural properties, management of property portfolio, origination and underwriting of loan portfolio.

1979 - 1982: Cal Coast Irrigation: Designed and sold full range of farm and ranch irrigation systems

1977 - 1979: Continental Factors Corporation: Managed portfolio of absentee owner farms and ranches, provided feasibility analysis of various agricultural real estate acquisitions, and brokerage services.

Turlock

P. O. Box 1804

Turlock, CA 95831-1804

(209) 634-0402 Office (209) 634-0401 Fax

www.krmcbayco.com - kennethmcbay@krmcbayco.com

Sacramento

5431 Auburn Blvd., #353

Sacramento, CA 95841

(916) 402-7397 Office

SCOPE OF WORK

This scope of work includes all tasks necessary to provide the County with all-inclusive (turn-key) consulting services for this project that will result in a set of Plans, Specifications and Estimates that are ready to bid for construction.

I. PROJECT MANAGEMENT & RESEARCH:

Objective: *Provide comprehensive project management services, gather all existing data pertinent to design and approval of project, perform necessary support studies, identify design constraints and perform public outreach.*

1. **Project Management:** Tony Marshall, of MCR Engineering, will provide all project management services required to see project to completion. Maintain regular and frequent communication with County and Project Team via emails, phone calls and meetings as necessary. Schedule meetings, prepare agendas, distribute meeting minutes and follow-up on assignments made. Assist County in planning and participating in community outreach efforts to educate stake-holders and neighboring properties of need for project as determined necessary by County. Prepare exhibits and flyers as necessary, and attend public outreach meetings.
2. **Kick-Off Meeting:** Schedule a kick-off meeting with County Staff and Project Team to introduce all project team members, review and refine scope of work, discuss schedule, and gather all pertinent information available from County.
3. **Field Review:** Conduct Field Review with Project Team and County Staff to become familiar with project, identify physical constraints and take photographs. Record date of Field Review and prepare Field Review Attendance Roster that can be used later as part of Exhibit 7-B (Field Review Form) that will be submitted with the RFA for Construction.
4. **Right-of-Way:** Research record information to substantiate the limits of the existing County right-of-way. Identify existing property corners/monuments to be located as part of the boundary survey. Prepare right-of-way map depicting the extent of existing right-of-way. Prepare Exhibit 13-B (Right-of-Way Certification) and process through Caltrans Right-of-Way Department for approval. *Note: Based on the PSR that the County prepared, it appears that additional ROW will not be required for this project. However, we have provided optional tasks at the end of this proposal for ROW appraisal and acquisition in case it is determined during the design process that ROW acquisition is necessary.*
5. **Utility Coordination:** Identify all utility companies that have facilities in the project area. Establish contact with each utility, inform them of the extent of the project, and ascertain the location, extent and size of any existing facilities they own and maintain in the project area. Request pavement markings for any underground facilities in the project area, prior to topographic survey. Add information gathered from this task to the topographic survey map. Provide follow-up with Utility Companies throughout design process. Incorporate any pertinent information provided by utility companies regarding their facilities and/or planned relocations, into the plans and specifications.
6. **Topographic & Boundary Survey:** Perform topographic and boundary survey of project area to document all existing road geometrics and other features. This will include cross sections of the existing roadways (Hatch Road & Carpenter Road) at 50 feet on center (centerline, striping, edge of pavement, top and toe of slope, fences, utility poles etc.), and all other planimetric features that are within the anticipated limits of construction, or construction easements. Prepare base topographic survey drawing depicting the results of the topographic survey and utility research. Create 3-D surface of existing ground and generate contour lines to depict topographic relief. Horizontal control will be NAD83. Vertical control will be NAVD88, unless otherwise directed by County.

SCOPE OF WORK

7. **Geotechnical Investigation:** Drill 4 exploratory test borings to a depth of about 10 feet below the existing ground surface. Obtain samples from the borings for laboratory testing. A geotechnical engineer will review the samples obtained from the borings to verify soil lithology and select appropriate samples for laboratory testing.

The data obtained from the field and laboratory test programs will be used to provide soil lithology and R-value data, make recommendations for the grading, percolation rates, and pavement structural sections per the RFP issued by the County. Results of this investigation will be submitted in report form.

8. **Public Outreach:** Work with County staff to determine the level of public outreach that is appropriate for this project, based on current public perceptions and anticipated objections or concerns. Prepare exhibits and power point presentation to demonstrate to the public and shareholders the extent of the project in a public forum or neighborhood meeting. Attend the meeting and answer technical questions about the project as needed. Provide follow-up to concerns raised in the meeting, and work with County to resolve public concerns, and incorporate changes to design where feasible to address those concerns. We have assumed two public meetings in our fee proposal.

DELIVERABLES:

ROW Package to be submitted to Caltrans Right-of-Way Dept. (George Fernandez):

- Exhibit 13-B – Right-of-Way Certification Local Assistance Project
- Board of Supervisors Resolution (provided by County Staff)*

Documents to be included in RFA for Construction:

- Exhibit 7-B – Field Review Form
- Field Review Attendance Roster

Studies & Reports

- Topographic & Boundary Survey (3 full-sized plans and AutoCAD file on CD)
- Geotechnical Report (3 bound copies)
- Exhibits prepared for Public Outreach

Other documents:

- Public Outreach Exhibits
- Public Outreach Power Point Presentation
- Meeting Minutes

**Caltrans requires a resolution authorizing an individual to sign the ROW Cert.*

***CAD File of survey shall include all topographical data, topographical surfaces, points, alignments, sites, corridors, and pipe networks in AutoCAD Civil 3D format.*

II. ENVIRONMENTAL:

Objective: Provide all necessary environmental review and compliance support required to obtain both CEQA and NEPA Determination. Stanislaus County will be the designated lead agency under CEQA and Caltrans will serve as the Local Lead Agency under NEPA. Based on our past experience, we are confident that this project will qualify for a Categorical Exclusion under NEPA and CEQA. In recent, similar projects, Caltrans Environmental Department has required both an Air Quality Study, and a Noise Study, so we have included both of those in our scope of work. We won't know for sure that these will be required until after Jackie Wait's staff has reviewed the PES form and made that determination, but we have included them just in case. The scope below includes all studies and documentation necessary to obtain a CE through CEQA and NEPA.

1. **Environmental Coordination:** Kathy Kinsland of Argonaut Ecological Consulting, will oversee the environmental review and compliance work for this project. Argonaut's environmental staff will work closely with the Project Manager and Project Engineer to obtain a complete project description, including determination of any ancillary construction activities (electrical, sewer relocations, etc) and construction laydown needs. As part of this task we would coordinate with Stanislaus County to determine the appropriate area for an Area of Potential Effect map (APE Map).
2. **PES Form:** Prepare complete PES submittal package, including Exhibit 6-A (Preliminary Environmental Study), Exhibit 6-B (Categorical Exemption/Categorical Exclusion Determination), Vicinity Map and Notice of Exemption (to be prepared by County Planning Staff).
3. **Area of Potential Effects (APE) Map:** This map outlines the area that will be impacted as a result of the project, including staging and construction access. A base map will be provided by the County, and the Consultant shall coordinate with the County to identify and present the APE for the project. Cultural resources identified by the Consultant shall be depicted on the APE. The APE shall be approved by Caltrans and the FHWA prior to completion of the HPSR.
4. **Archeological Study:** An Archeological Study Report (ASR) or a Negative Archeology Study Report (NASR) shall be prepared by a qualified archeologist. This report shall include a record search at the Northwest Information Center, a pedestrian survey, and consultation with Native Americans.
5. **Architectural Study:** A Historic Resources Evaluation Report shall be prepared for the properties within the Architectural APE. The Architectural APE is generally the first row of buildings adjacent to the project area. The report shall be prepared by a qualified architectural historian. Buildings built in 1957 are exempt from evaluation and should be treated in accordance with Caltrans' June 14, 2002 "Interim Policy for the Treatment of Buildings Constructed in 1957 or Later."
6. **Air Quality Assessment:** KDA will conduct air quality analyses of the Hatch Road at Carpenter Road Intersection Upgrade project to comply with the provisions of CEQA and NEPA. The air quality analyses will be prepared according to the Caltrans *Standard Environmental Reference (SER)* (<http://www.dot.ca.gov/ser/>) and the San Joaquin Valley Air Pollution Control District (SJVAPCD) document *Guide for Assessing and Mitigating Air Quality Impacts (GAMAQI)*.

The air quality analysis will address:

- construction-related emissions,
- project-related effects on carbon monoxide (CO) concentrations,
- project operational effects on emissions of ozone precursors and particulate matter,
- conformity of the project to the air quality state implementation plan (SIP), and
- project-related effects on global climate change.

The following sub-tasks will be performed:

- a. Air Quality Study. KDA will prepare an air quality study assessing the effects of the project on construction-related emissions, CO emissions, and regional ozone and particulate matter emissions.

Construction-Related Emissions. Construction-related impacts would result from construction equipment exhaust, construction employee commute travel, and soil disturbing activities. Consistent with methods described in the GAMAQI document, KDA will address construction-related air quality effects that would result from construction equipment exhaust and soil-disturbing activities.

Microscale Carbon Monoxide Emissions. KDA will qualitatively assess project-related effects on microscale carbon monoxide impacts using screening methods presented in the University of California Davis Institute of Transportation Studies (UCD ITS) *Transportation Project-Level Carbon Monoxide Protocol*, and use additional guidance from Caltrans and the SJVAPCD.

Regional Ozone Precursor and Particulate Matter Emissions. The Hatch Road at Carpenter Road Intersection Upgrade project would not generate new vehicle trips, and would not result in substantial diversion of vehicle travel. As a result, the project is not expected to have a significant operational effect on long-term ozone precursor, particulate matter, and greenhouse gases (GHG) emissions. Therefore, KDA will qualitatively address regional ozone precursor and particulate matter emissions associated with operation of the Hatch Road at Carpenter Road Intersection Upgrade project.

- b. Federal Conformity. Projects that receive federal funding, federal approval, or are determined to be regionally significant are required to demonstrate conformity with the air quality SIP. The Stanislaus Council of Governments (StanCOG) prepares and maintains the *Regional Transportation Plan (RTP)* and the *Regional Transportation Improvement Program (RTIP)*. The Hatch Road at Carpenter Road Intersection Upgrade project is included in both the RTP and RTIP. By including a project in the RTP and RTIP, StanCOG shows that the project is in conformance with the SIP. KDA will summarize the details of the RTP and RTIP, and how the proposed project relates to these documents.

Consistent with the Caltrans *Forms and Templates* (<http://www.dot.ca.gov/ser/forms.htm>), KDA will prepare a standalone *Air Quality Conformity Analysis* report. This report will include a PM_{2.5}/PM₁₀ hot-spot screening assessment. This proposal assumes the project will be found to be not a project of air quality concern (POAQC), and therefore qualitative hot spot analysis is not required. The *Air Quality Conformity Analysis* report will document the basis for this finding.

- c. Global Climate Change Impacts. KDA will analyze the effects of the proposed project on global climate change, using approaches consistent with the Caltrans SER and the Caltrans template (http://www.dot.ca.gov/ser/downloads/templates/eir_ea_SER.doc) for an EIR/EA.

KDA will quantify project-related carbon dioxide (CO₂) construction emissions. KDA will use the *Roadway Construction Emission Model* to forecast these emissions. As noted earlier, the project is not expected to have a significant long-term operational effect on GHG emissions.

SCOPE OF WORK

Recent guidance on addressing climate change indicates the importance of quantifying project-related GHG emissions. However, in addressing climate change, the Caltrans SER quotes the Association of Environmental Professionals, and notes,

“an individual project does not generate enough greenhouse gas emissions to significantly influence global climate change. Global climate change is a cumulative impact; a project participates in this potential impact through its incremental contribution combined with the cumulative increase of all other sources of greenhouse gases.”

To address the cumulative aspects of climate change, KDA will summarize, and refer to, the StanCOG RTP.

KDA will prepare a standalone letter report presenting the results of our analysis, and documenting the methods applied in the analysis. KDA does not propose to prepare the Climate Change section of the CEQA or NEPA environmental document.

7. **Noise Study:** This project is subject to the *Caltrans 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 prepared a supplement to the *Protocol* called the *Technical Noise Supplement (TeNS)* which details noise analysis procedures and practices. Caltrans has also prepared a template for a Noise Study Report to ensure that the report will satisfy the requirements of the *Protocol*. The following scope of work will be performed to satisfy the requirements of the *TeNS*, the *Protocol*, and the other above-described federal and state requirements.
- a. Conduct traffic noise level measurements and concurrent traffic counts at locations in the vicinity of the project site. These measured noise levels will be compared to modeled results from the U.S. DOT Traffic Noise Model (TNM), Version 2.5, using the observed traffic counts. The TNM may be adjusted if measured traffic noise levels substantially differ from modeled results.
 - b. Calculate highest hourly traffic noise exposure at receptors along the project site for existing, future no project, and future with project traffic conditions using the TNM, adjusted as necessary.
 - c. Compare traffic noise levels to the Noise Abatement Criteria described in the *Protocol*. If noise levels approach or exceed the criteria, or if substantial increase in noise levels is predicted, noise abatement must be considered in a detailed Noise Study Report. If the existing worst hourly noise levels at the *critical design receivers* are not within 5 dBA of the applicable NAC, or if the increase in noise levels after the project would be less than 3 dBA above existing noise levels, the results of the above screening procedure will be summarized in a brief technical memorandum. The memorandum will also address construction noise as required under 23 CFR 772.19.
 - d. If a detailed Noise Study report is required, BBA will determine if noise abatement is “reasonable” and “feasible”. These terms have specific meaning in the *Protocol*. Feasibility is an engineering consideration that requires, in addition to other factors, that a minimum 5 dB noise reduction is possible. 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.

SCOPE OF WORK

- e. BBA will prepare either a draft and final screening analysis memorandum or a Noise Study Report in accordance with Caltrans requirements that will include all assumptions, data, findings, analysis, and recommendations.
- f. (Optional) Attend hearings and meetings as necessary.

DELIVERABLES:

PES Package for submittal to Caltrans Environmental (Jacqueline Wait):

- Exhibit 6-A – Preliminary Environmental Study (PES)
- Exhibit 6-B – Categorical Exemption / Categorical Exclusion Determination
- Vicinity Map
- CEQA Determination (prepared by County Planning Department)

Additional Studies likely to be required by Caltrans Environmental:

- Area of Potential Effects (APE) Map
- Archeological Study
- Architectural Study
- Air Quality Study
- Noise Study

III. PLANS, SPECIFICATIONS & ESTIMATES (PS&E's):

Objective: Prepare a complete set of Plans, Specifications and Estimates for the project. Prepare project for bidding.

1. **Plans:** Using constraints established from tasks 2-8 of section one of this scope, design roadway geometrics, grading, drainage, signal equipment, electrical in accordance with Caltrans Highway Design Manual and County Design Standards. Prepare a full set of Civil and Electrical (Traffic Signal) Improvement Plans, with all supporting notes and details. Plans shall be developed and submitted in phases (percent completion) as described below.
 - a. **First Submittal:** The PS&E shall be 30 percent complete, including utility relocation issues, hydraulic impacts, structural calculations, proposed mitigations and outline of potential conflicts. In addition, a construction cost estimate shall be submitted. Submit two copies of each to the County for review, one of which will be returned to the Consultant with any necessary revision notes.
 - b. **Second Submittal:** PS&E shall be 60 percent complete, including utilities relocation, and incorporate all revisions or indicate items previously commented upon or requested by County. Submit two copies of each to County for review and final revisions. Any further County revisions will be returned to the Consultant within two weeks. Correspondingly, the Consultant is required to revise or justify any necessary specific plan changes within two weeks from receipt of the County's second returned submittal. At this time it is anticipated that utility relocation requirements will be formally sent by this County to the appropriate utility companies and that formal property owner access/easements negotiations will commence.
 - c. **Third Submittal:** PS&E shall be 90 percent complete and incorporate all revisions or indicate items previously commented upon or requested by County. Submit two copies of each to County for review and final revisions. Any further County revisions will be returned to the Consultant within two weeks. Correspondingly, the Consultant is required to revise or justify any necessary specific plan changes within two weeks from receipt of the County's second returned submittal.
 - d. **Fourth Submittal:** Future contract – PS&E shall be 100 percent complete. Plan submittal and specifications must be provided in a digital format. Plans shall be produced in a format readable by Auto Desk Civil 3D, release 2010. Specifications shall be readable in Microsoft Word 2003. Provide one set of plans printed in black ink on mylar. The sheet size shall be 24"x36" with County provided borders. All sheets shall be uniform size as specified on the County Design Criteria. The sheet format shall be coordinated such that all CADD drafting standards including pen widths, line weights, line types and plot styles with the County so that the Consultants work can be incorporated into the County's plan set for bidding and construction purposes. Standard Caltrans abbreviations shall be strictly used throughout. The project engineer shall affix an original wet signature to each plan sheet with date. The plans shall be in a format to allow construction staking directly from the plans.
2. **Specifications:** Prepare Special Provisions relevant to the Project that will be used by the County to advertise and construct the project. Three hard copies and one electronic copy on a CD of Special Provisions shall be delivered to the County after 100% plans are ready and signed by the engineer.

SCOPE OF WORK

3. **Cost Estimate:** Prepare project estimate using Caltrans standard bid item descriptions wherever possible. Deliver three hard copies and one electronic copy on a CD of final signed and stamped engineer's estimate to the County after 100% plans are signed by the engineer.

DELIVERABLES:

PS&E Package:

- Improvement Plans – 1 signed, mylar copy, 1 electronic copy (AutoCAD 2010)
- Specifications – 3 hard copies, 1 electronic copy (MS Word 2003)
- Cost Estimate – 3 hard copies, 1 wet-stamped electronic copy (Adobe PDF)

RFA for Construction – Support Documents:

- Exhibit 12-D – PS&E Certification

IV. BID & CONSTRUCTION SUPPORT:

Objective: Provide engineering support to County Staff during Bid and Construction process.

1. **Bid Support:** Provide engineering support through the bid process by responding to RFI's and providing additional clarification to bid documents as needed.
2. **Construction Support:** Assist the County through the construction process by reviewing and commenting on submittals, providing clarification to drawings and specifications as needed, preparing additional exhibits or details if needed due to changes in field conditions or unforeseen conflicts.

OPTIONAL SCOPE OF WORK

This optional scope of work includes tasks that are not expected to be necessary for the completion of the project design, but may become relevant and applicable as additional research and studies are developed for this project.

I. RIGHT-OF-WAY:

Objective: Identify any private property that will need to be acquired as public right-of-way or that may require a temporary construction easement in order to construct the project. Coordinate with County and property owners to obtain any required right-of-way in a timely fashion. All right-of-way acquisitions must be complete by time final plans are delivered to the County.

1. Project Management/Quality Assurance

Jamie Formico, of Universal Field Services, will oversee the Right-of-Way Acquisition process. She will work closely with MCR Engineering to identify the extent of right-of-way acquisitions that are needed. Excellent project management is a requirement for executing the tasks of a quality program. Universal has developed highly-effective systems and approaches for planning and completing such projects in a best-value manner. Universal offers to the Client the demonstrated ability to provide services that will achieve positive results for the project's goals. All services will be performed in full conformance with the Client's policies and procedures, Federal and State laws, the Uniform Relocation Assistance and Real Property Acquisition Policies Act.

Universal recognizes the importance of keeping the Client informed of all progress made and will do so through the use of status reports that meet the schedule and project needs. We will provide a weekly progress report describing the status of the project. This report includes a summary of all activities, and the status of each unit. In addition to the status reports, our Project Manager will meet with the Client, at their convenience, as needed to discuss the status of acquisition activities.

Our commitment of a proven Project Manager and project staff is an important part of providing the Client with the know-how to get the job done. As demonstrated in our Proposal, Universal has the ability to provide the requested services and to meet the Client's schedule.

Quality communications begin by making sure at the outset of the project that all parties share the same information and understanding of the project's structure, procedures, timelines, and goals. Universal has found that planning is a critical part of the success of any project and the early identification of issues that affect the ability to develop and implement a successful acquisition and relocation assistance program.

At the start of the project, we will meet with Client personnel to review thoroughly the Client's policies and procedures and all aspects of the project. This initial review session is an important step in ensuring all project tasks are completed and deliverables are provided on schedule. Steps include:

2. Appraisal Services

The appraisal will fully meet accepted professional appraisal standards and will conform to the Caltrans Appraisal Manual and the requirements of the Office of Real Estate Appraisers of the State of California.

An appraisal report shall be prepared for each parcel and shall include, at the minimum, the following information:

- The property owner shall be contacted and offered the opportunity to accompany the appraiser during the inspection of the property.

OPTIONAL SCOPE OF WORK

- The purpose and function of the appraisal, including limiting factors and conditions.
- Description of the physical characteristics of the property being acquired in addition to the highest and best use of property.
- A discussion of all relevant and reliable approaches to value. In most cases this will necessitate the use of the sales comparison approach only.
- A description of comparable sales relied on in the determination of value.
- A statement of the value of the property rights to be acquired, including damages to the remainder.
- A signed certification of the appraiser, and the effective date of the valuation.

Effective January 1, 2008, state law requires that appraisals on the State Highway System must be provided to the property owner.

3. Appraisal Review

Federally funded and projects with Caltrans oversight require a review of the appraisal. An appraisal review will be completed for each acquisition in accordance with Federal and/or State policy. The appraisal review shall include a check of all mathematical calculations and a determination that all relevant and appropriate appraisal methodologies have been employed. The reviewed appraisal shall be forwarded to the Client for the purpose of establishing the amount of just compensation in accordance with Federal and State laws. The amount of just compensation shall not be less than the approved appraisal.

4. Acquisition Services

Acquisition services include all contacts with the property owner for the purpose of negotiating for the purchase of the real property interest. Services to be provided include:

- Prepare the offer letter and other related documents based upon the review appraiser's accepted fair market value as approved by the Client.
- Prepare purchase agreement and conveyance documents.
- Meet with the property owners to discuss the project in general, review project maps and legal descriptions confirm information about occupants/owners and make the official first written offer.
- Explain the offer; maintain follow up contacts and secure the necessary documentation upon acceptance of the offer for closing.
- Respond to property owner inquiries verbally and in writing.
- Maintain contact reports for the parcel with all pertinent information and contacts concerning the parcel.
- Maintain parcel file of original documentation related to the purchase of the real property.
- Provide recommendation and supporting documentation for consideration during the administrative review process.
- Continue personal negotiations with property owner until agreement is reached.
- Signed purchase agreements shall be transmitted to the Client promptly for acceptance and processing.

OPTIONAL SCOPE OF WORK

5. Title and Closing Services

Our agent will ensure that all closings are accomplished in a timely manner through continued coordination with the title company handling the escrows. Universal will work closely with the title company to make sure that good title is obtained. These services include:

- Reviewing updated title.
- Open escrows, deposit funds and documents, prepare escrow instructions, and monitor closing of escrows.
- Assist Title Company in obtaining releases of liens, mortgages and encumbrances of record.
- Prepare warrant requests to the Client with proper supporting documentation including recommended resolution of title issues.
- Verify and coordinate the clearing or prorating of taxes and assessments.
- Coordinate closings and attend all meetings.
- Review the final title policy to make sure that it reflects only those title exceptions that the Client had agreed to accept.
- Submit completed property acquisition report for each property, including transfer of all pertinent correspondence and files to the Client.

6. Relocation Assistance Services

Our project team will assist the Client by planning and carrying out the activities necessary for a successful relocation program.

7. Advisory Assistance and Notices

As soon as feasible, each potential displacee will be provided with a copy of the relocation procedures and a written description of the Relocation Program which will include at minimum (a) a general description of the relocation payments for which they may be eligible, (b) the conditions of eligibility and the procedures to be followed to obtain payments, (c) as well as the person's right to appeal any determination as to eligibility or amount of relocation payment.

Each person in occupancy of the property to be acquired at the time of the initial written offer (initiation of negotiations) will be provided with a Notice of Eligibility which contains the maximum amount of their entitlement based on available comparable replacement housing. Each displacee will be fully advised of the services available to them by the Relocation Agent and will be notified that they will not be required to vacate for a minimum of 90 days except in the case of urgent need. Urgent need can be defined by the Client as being when occupancy of the subject property would constitute a substantial danger to the health or safety of the occupants. A record of the Client's determination of urgent need will be included in the case file.

A business that is displaced will also be provided with a Notice of Eligibility and a list of benefits that they could be entitled to under the Uniform Act. The relocation specialist will assist the business in finding replacement sites, determining best possible move methods and assisting with reestablishment claims and other relocation issues.

8. Eligibility; Computation of Entitlements

The computation of supplemental housing entitlements will be initiated for eligible tenant occupants. From the listing of comparable replacement properties available, a supplemental housing computation will be made. To the greatest extent possible, at least three comparables will be used in the computation of the benefits.

OPTIONAL SCOPE OF WORK

9. Application for Relocation Benefits

When a residential displacee is eligible to receive a supplemental housing entitlement, the Uniform Act, HUD and State procedures will be closely followed for all cases. Once a person has selected replacement housing and the required decent, safe and sanitary inspection has been performed, the Relocation Agent will assist the displacee in obtaining all documentation necessary in order to receive their entitlements and file their claim.

Once a tenant has rented a replacement property, a copy of the Lease Agreement or paid receipt is required in order to claim their benefit. In addition, some tenants may be able to use their rent supplement as a down-payment on the purchase of a home.

Businesses that are displaced will be assisted with filing claims for moving, reestablishment and site search.

In relocating personal property, the agreed amount for the move will be paid upon verification that all of the personal property has been moved from the acquired site.

During the course of providing relocation assistance, the Relocation Agent will maintain a detailed, typed report of all contacts made and services provided to the displacee.

S.R. 132 / F STREET SIGNALIZATION, Waterford, California

Client:

City of Waterford
P.O. Box 199
Waterford, CA 95386

Contact:

Chuck Deschenes
City Manager
(209) 874-2328

Funding Source:

CMAQ, RSTP and Minor B Funds

Construction Cost:

\$1,400,000,000

Engineering Cost:

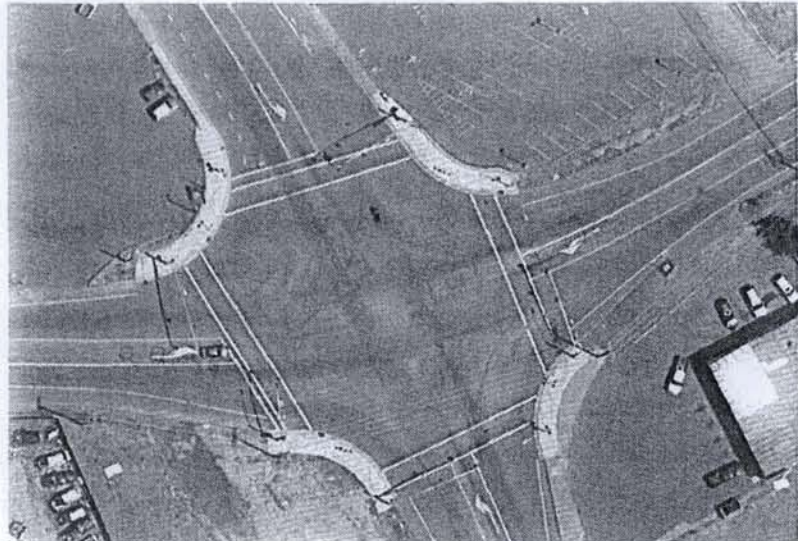
\$180,000

Completion:

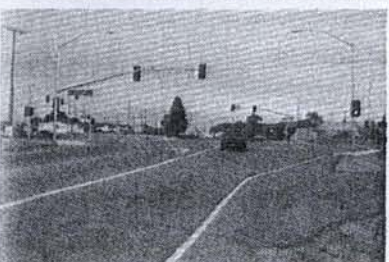
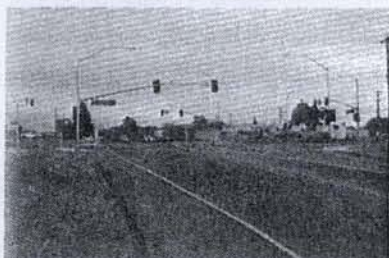
2008

Features:

Signalized Intersection
Frontage Improvements
New Turn Lanes



This project consisted of replacing a four-way stop sign with a full functioning traffic signal system, with poles placed in their ultimate location (to accommodate future widening of Highway 132), along with intersection improvements, including storm drainage improvements, pavement widening, curb returns with pedestrian ramps, and new left turn lanes in each direction.



MCR Engineering provided the City of Waterford with complete project management and engineering services, including all sub-consultants necessary to take the project from a general concept to a completed construction project. We performed the topographic survey, prepared the PS&E's, administered the bid process, and provided construction management services, including construction staking & inspection. This project was funded through several sources, including CMAQ, RSTP and a Cooperative Agreement with Caltrans (Minor B Funds). We secured the funding through Caltrans Local Assistance and StanCOG and processed all paperwork related to funding, including environmental clearances, Right-of-Way Certification, Requests for Authorizations (RFA's), Award Packages, Invoicing and Final Report of Expenditures. We also processed an encroachment permit with Caltrans.

The project required right-of-way acquisition from two adjacent properties. The project also required an encroachment permit from Caltrans District 10, and two "Design Exceptions," which we processed successfully. In spite of some surprises during construction that required a significant modification to the storm drain system, and some utility pole relocation problems, we kept the project on track and it was deemed a huge success by the city upon its completion.

WESTERN AVE & S.R. 132 SIGNALIZATION, Waterford, California

Client:

City of Waterford
P.O. Box 199
Waterford, CA 95386

Contact:

Chuck Deschenes
City Manager
(209) 874-2328

Funding Source:

CMAQ, and Minor B Funds

Construction Cost:

\$650,000,000

Engineering Cost:

\$150,000

Completion:

Under Construction

Features:

Signalized Intersection
Frontage Improvements
New Turn Lanes



This project consists of upgrading an existing intersection with a fully operational traffic signal, frontage improvements, pedestrian ramps and new left turn lanes on the north and southbound legs of the intersection.

The City of Waterford has been interested in upgrading this intersection (which experiences a high volume of pedestrian traffic between a residential area and commercial developments) for several years, but until recently, could not secure enough funding to construct the project. Through a collaborative effort between the City of Waterford and Caltrans, funding was secured from two sources; Congestion Mitigation / Air Quality (CMAQ), and State Minor B Funds (through a cooperative agreement). MCR Engineering was instrumental in securing these funding sources and providing all project management and design services necessary for approval.

Because the project is on the State Highway system, an encroachment permit was required, which MCR Engineering obtained, along with two design exceptions that were necessary due to physical constraints on the project. We also assembled a team of professionals to provide the necessary environmental studies and technical studies required for approval of the federal funding, including a Signal Warrant Study, Air Quality Study, Noise Impact Study, Ferry Shrimp Biological Study, Cultural Resources Assessment and Historic Resource Evaluation Assessment.

This project is currently under construction.



OTHER RELEVANT PROJECTS

Below is a list of some additional projects that have been completed by the design team we have assembled for this project:

- S.R. 108 / Willowood Drive Intersection & Signal Installation - Oakdale
- S.R. 108 / Crane Road Intersection & Signal Installation - Oakdale
- Yosemite Ave / Spreckels Ave Intersection & Signal Installation - Manteca
- Yosemite Ave / Commerce Drive Intersection & Signal Installation - Manteca
- Moffat Blvd / Spreckels Ave Intersection & Signal Installation - Manteca
- Airport Way / Louise Ave Intersection & Signal Installation - Manteca
- Louise Ave / Cottage Ave Intersection & Signal Installation - Manteca

Stanislaus County Traffic Signals. KD Anderson & Associates has provided signal design services for a number of projects in Stanislaus County. These projects include:

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

Modesto Traffic Signals. KD Anderson & Associates has also provided signal design services for a number of projects in the City of Modesto. Recent projects include:

- Stoddard Avenue / Tully Road Traffic Signals
- Woodland Avenue / Graphics Drive Traffic Signals
- 7th Street / I Street Signal Modifications
- Floyd Avenue / Lincoln Oaks Drive Traffic Signals
- Pelandale Avenue / Dale Road Signal Modifications

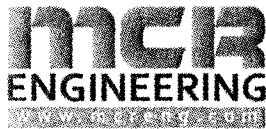
Appraisal, Appraisal Review & Acquisition. Universal Field Services has provided right-of-way acquisition services for the following projects:

- Geer Road / Santa Fe Intersection - Stanislaus County
- Hatch Road / Santa Fe Ave Intersection - Stanislaus County
- Shanks Road / Letteau Ave - Merced County
- Campus Parkway Project - Merced County
- El Monte Way Widening Project - City of Dinuba

Environmental Permitting. Argonaut Ecological Consulting has provided environmental consulting services for the following recent projects:

- Interstate 80 / Arena Boulevard Interchange, Signalization & Bridge Project - Sacramento
- El Camino Blvd Bridge Replacement & Widening Project - Sacramento
- Interstate 80 / Sierra College Boulevard Interchange, Signal & Bridge Project - Rocklin

REFERENCES



MCR Engineering, Inc.
1242 Dupont Court
Manteca, CA 95337

TEL: (209) 239-6229
FAX: (209) 239-8839
WEB: www.mcrceng.com

City of Waterford

Chuck Deschenes
City Administrator
(209) 874-2328

Chuck has had a 13-year relationship with MCR Engineering. During that time MCR has designed at least 25 capital improvement projects under Chuck's leadership. He can certainly speak to our technical and professional abilities, as Tony Marshall's abilities and skills as a project manager.

City of Hughson

Thom Clark
Planning Director
(209) 883-0811 ext 33

MCR Engineering has been representing the City of Hughson for the last 18 months as their contract City Engineer. Thom can provide a very candid response to his first impressions of our firm as their new city engineer and our ability to work for and get to know a new client.

City of Manteca

Phil Govea
Deputy Public Work Director
(209) 456-8415

MCR has recently completed the design work for a \$10 Million roadway and infrastructure project for the City of Manteca. We have worked directly for Phil on the project. He can certainly speak to our very recent performance of this project (which included a very tight schedule and tough performance expectations).



KD Anderson & Assoc.
3853 Taylor Road, Suite G
Loomis, CA 95650

TEL: (916) 660-1555
FAX: (916) 660-1535
WEB: www.kdanderson.com

City of Modesto

Mark Murphy
Department of Public Works
(209) 577-5431

KDA prepared signal plans for the signalization and realignment of Graphics Drive at Woodland Avenue. Under contract to the Modesto Irrigation District (MID), plans and specifications were prepared to City of Modesto standards.

City of Oakdale

Dave Myers
Deputy Public Works Director
(209) 845-3607

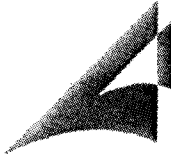
Signal plans were prepared for the City of Oakdale for the F Street at 1st Avenue and G Street at Yosemite Avenue intersections to Caltrans and City of Oakdale standards. Work involved design of new signal systems as well as removal and salvage of temporary traffic signals.

City of Stockton

Todd Greenwood
(209) 937-8237

KDA completed a Signal project on Tam O-Shanter & Hammertown Drive under contract to the City of Stockton. As this work included Federal CMAQ funding, our scope of services also included reporting and environmental clearance requirements consistent with Caltrans Local Assistance Procedures Manual to secure and fully obligate federal funds.





Neil O. Anderson & Assoc.
902 Industrial Way
Lodi, CA 95240

TEL: (209) 367-3701
FAX: (209) 333-8303
WEB: www.noanderson.com

City of Lodi
Gary Wiman
Project Manager
(209) 333-6706

NOA provided soils, asphalt and concrete materials testing / laboratory and engineering services for Lodi Avenue Reconstruction. A major three phase construction project in 2010. The project include removing railroad tracks, removing, widening and replacing all asphalt, installing new streetlights and new sidewalks.

City of Ripon
Kevin Werner
City Engineer
(209) 599-2108

NOA provided geotechnical, testing & observation services. Phone contact/site visits were a daily occurrence between NOA and City of Ripon staff. Testing and inspection services included soils, reinforcing steel and concrete placement.

City of Merced
John Ainsworth
Principal Civil Engineer
(209) 358-6800

NOA conducted a pavement evaluation for the proposed Olive Avenue and Yosemite Avenue Reconstruction Project in Merced, California. NOA was also awarded the pavement testing, observation and inspection services for this project, which was completed in 2009.



Argonaut Ecological Consulting, Inc.
2377 Gold Meadow Way
Gold River, CA 95670

TEL: (916) 803-1454
FAX: (916) 313-0800
WEB: www.argoconsult.net

City of Sacramento
Nader Kamal, PE
Department of Transportation
(916) 808-7035

Argonaut Ecological Consulting worked on the Interstate 80/Arena Boulevard Interchange, Signalization, Bridge Project, the W. El Camino Boulevard Bridge Replacement and Widening Project and the Arden-Garden Connector Project for the City of Sacramento.

City of Rocklin
David Palmer
Senior Engineer
(916) 625-5140

AEC provided the environmental work for the Interstate 80/Sierra College Boulevard Interchanges, Signalization, and Bridge Replacement Project for the City of Rocklin.

City of Clovis
Ryan Burnette, AICP
Engineering Division
(559) 324-2336

AEC provided environmental consulting for the City of Clovis, Dog Creek Water Line Project and Clovis Landfill Expansion Project.



Brown & Buntin Associates, Inc.
1148 N. Chinowth Street, Ste. B
Visalia, CA 93291

TEL: (559) 627-4923
FAX: (559) 627-6284
WEB: www.brown-buntin.com

Granite Construction Company
Gary W. Johnson
(760) 391-6244

BBA provide the noise analysis for Liberty Quarry EIR. It is an on-going project since 2005.

Aspen Environmental Group
Tom Murphy
(916) 379-0350

BBA has worked with Aspen Environmental for over 10 years. BBA provided California Energy Commission Noise and Vibration analysis on over 15 projects.

Sycamore Environmental Consultants, Inc.
Jeffery Little
Vice President
(916) 427-0703

BBA is currently working on various roadway improvement projects in the Northern California area.



Universal Field Services, Inc.
1600 Sacramento Inn Way, Ste. 216
Sacramento, CA 95815

TEL: (916) 564-9980
FAX: (916) 564-9985
WEB: www.ufsrw.com

DOKKEN Engineering
Rick Liptak
(916) 858-0642

Universal is providing appraisal, appraisal review, acquisition and relocation assistance services for a major road widening project. Universal is in the process of acquiring seventy two parcels required for the project and providing relocation assistance to twelve residential displacees and seven businesses. All work performed will conform to Caltrans standards.

Mark Thomas & Company
Timothy Fleming
(916) 381-9100

This project involved two intersections: Geer Road at Santa Fe (a two-lane northwest-southeast highway), and Hatch Road at Santa Fe Avenue. Geer and Hatch Roads existed as two-lane roads. Geer Road and Santa Fe Avenue crossed each other at a sharp angle just northwest of the City of Hughson. Universal was responsible for the appraisal, appraisal review, and acquisition of two parcels.

County of Merced
Steve Rough
(209) 385-7601

Universal is currently working on several projects with the County of Merced, providing appraisal, appraisal review and acquisition services.



K.R. McBay Company

P.O. Box 1804

Turlock, CA 95381

TEL: (209) 634-0402

FAX: (209) 634-0401

WEB: www.krmcbayco.com

Placer County Water Agency

Lloyd Wagstaff
Property Specialist
(530) 823-4881

K.R. McBay Company has had a working relationship of over 15 years with Placer County Water. K.R. McBay provides eminent domain on numerous projects and various right-of-way projects.

County of Sacramento

Steve Roth
Real Estate Project Manager
(916) 876-6217

K.R. McBay has worked 15 years with County of Sacramento as well. Handling numerous right-of-way projects for public utilities.

County of Merced

Steve Rough
Director of Public Works
(209) 385-7601

For 5 years, K.R. McBay has handled numerous right-of-way projects. Primarily road and highway realignments.

PROFESSIONAL & FINANCIAL RESPONSIBILITY

The Project Team we have assembled consists of experienced professionals who have demonstrated their ability to perform the tasks necessary for the completion of this project to meet or exceed the standard of care expected in each discipline. We have confirmed that each consulting firm has adequate staffing levels to keep the pace with the project schedule, and properly licensed individuals to meet industry standards. All of the firms in our Project Team have been in business for a long time and will easily survive the current economic downturn. MCR Engineering will take full responsibility for the performance of the Project Team and execution of the contract, if we are hired by the County to perform this project.

MCR Engineering operates from a position of strength both professionally and financially. We have a very stable work force. Nearly all of our employees have been with the company for more than 5 years, and more than half of them are licensed professionals, with many years experience in their trade. Furthermore, we have been very disciplined in the growth of our company; never incurring debt in order to acquire equipment or expand our business. We have absolutely no debt (zero). We own all of our equipment, including our fleet of 7 company trucks. We don't lease anything. This approach has allowed us to keep our doors open during the current recession and keep all of our key employees. Furthermore, all of our vendors will report that we are the fastest paying client they have.

Over the past six years we have averaged \$2.4 Million in annual billings. The growth of our company has been deliberately slow and disciplined, and has been accomplished without accumulating any debt. Consequently, we are operating from a position of strength; having maintained a low overhead, and having retained literally all of our key employees through the economic downturn of the past several years.

This project will require less than 10% of our annual resources. Based on our current and projected workload, we are confident we can provide the services requested in accordance with the schedule included in our proposal.

MCR Engineering carries a full range of professional and liability insurance. Below are our current insurance coverage amounts:

General Liability	\$2,000,000.00
Workers Compensation	\$1,000,000.00
Auto Insurance	\$1,000,000.00
E & O Professional Liability	\$1,000,000.00

All of our insurance providers are AM Best rated as an "A".

To help the County be more familiar with our firm, we also have enclosed a company profile in the pages that follow.

COMPANY PROFILE



MCR Engineering, Inc. is a civil engineering firm that specializes in master planning, surveying, underground utility and water resource design and construction management.

Firm History

MCR Engineering was founded in 1997 in Manteca, California. We have three active principals in the firm; each bringing a unique skill set, but all bonded by a common work ethic and commitment to our trade. We have recruited talented individuals who are driven and possess high moral standards and work ethics. **Over half of our employees are seasoned, licensed professionals.** Most have been with the company since the beginning and are committed to the long term interests of our clients and in shaping the growth of the central valley. This loyalty has allowed us to consistently provide a high level of service to our clients, and enjoy long lasting working relationships with them.

During our first three years in business, we grew steadily until we reached around 20 employees. We have come to the conclusion that this is our ideal size, to provide the quality of services we like to provide for our clients and maintain a consistent work product. We generally refer to ourselves as a "small" engineering firm, but we pride ourselves in being able to do everything the larger firms do, but with more personal attention and consistency. What we don't offer our



clients that most of the larger firms do, is turnover in employees. Chances are, the project manager you work with today is still going to be around five years from now when you have questions about how a particular element of the project was designed. Furthermore, we guarantee that one of the principals in our firm will be principally involved in every project.

In 2005 we designed and constructed our current office, a 10,000 sf building within Spreckels Park in Manteca (at the NE intersection of Highways 99 and 120). Our office was designed specifically to fit our needs, including a large open space for workstations that is grouped into team environments, making it easy to interact and consult with each other during the design process. It also includes all the latest technology, including high speed internet, a robust network system, 15 CAD work stations (with dual flat screen monitors for increased efficiency), two HP1050C color plotters, one high resolution engineering copier/scanner/printer, and a GPS regional reference station that is part of a valley-wide system that allows our GPS survey crews to connect from literally anywhere in the central valley.

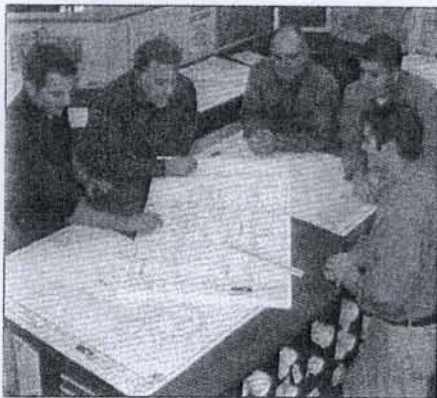
SERVICES OFFERED

Topographic Surveys

Our survey crews are equipped with the latest technology available, from Topcon total stations to Global Positioning Systems (GPS). A successful set of improvement plans begins with a complete and accurate topographic survey to establish existing conditions. We take great care to ensure that our survey crews gather all the necessary information in the field and coordinate closely with the project manager. Wherever possible, we conduct a site walk with our client to discuss any areas of concern (edge conditions, off-site utilities, easements, right-of-way issues etc.). Site photos are taken and logged in the project file for future reference. Once the data has been gathered, the topographic survey is drawn and a terrain model is generated in AutoCAD. This enables us to produce very accurate soils balance calculations during the design phase. After the survey is complete, we typically schedule a meeting with pertinent staff to look over the topo and discuss our findings. This meeting is often used as a kick-off meeting for the design phase of the project.



Plans, Specifications & Estimates



Our capable and well-trained engineering staff is equipped with the best design tools available in the industry. Our office is designed to accommodate design "teams" with a central space where communication within teams and between teams is easy and natural. We encourage dialogue between planners, engineers, designers, drafters and surveyors. We believe that a good engineer, is a well-rounded one. So, we don't "pigeon hole" employees into doing one specific task over and over. We provide opportunities for cross training. All of our engineers and designers have spent significant time in the field as part of a survey crew.

When we are retained by a client to prepare a set of PS&E's, we typically begin with a meeting to discuss the intent of the project and goals and objectives of the city. Obviously, the project budget and schedule are discussed to ascertain the project constraints. Furthermore, the funding source is an important variable that dictates what improvements are included (based on eligibility), and the specifications/bid documents. Project phasing, potential bid alternates etc, are also discussed if necessary. Once the project parameters have been established, we discuss the design, establish lines of communications, establish project milestones and rough out a project schedule. Then, we go to work.

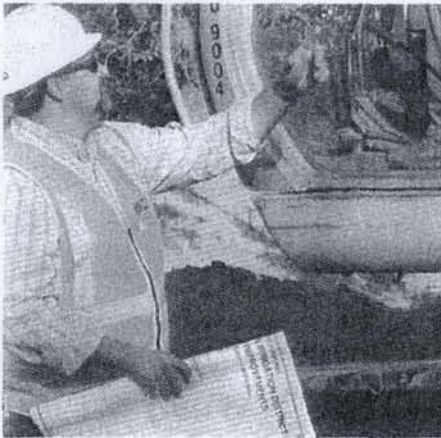
During the design process, we communicate regularly with city staff via email and phone calls. Most design issues can easily be resolved by emailing exhibits in PDF form to city staff for discussion and comment. We firmly believe that communication is one of the principal keys to a successful project, and we pride ourselves on being very good at communicating with our clients. Our goal is to prevent surprises and get the project completed on-time and under-budget. We have an excellent track record of doing exactly that.

SERVICES OFFERED

Bid Administration

Our involvement in the bid process can range from providing background support to running the entire bid process. We have knowledge and expertise in the construction business that enables us to make good decisions on how to prepare bid documents to avoid conflicts, change orders and cost over-runs. We take the time to determine what unit measurements to use in bid quantities that fit the goals of the project and best protect our client's interest. We understand the need to prepare tight specifications that eliminate ambiguity. We can review submittals, respond to Requests for Information (RFI's), prepare addenda and clarification exhibits if necessary. Some clients have us prepare and advertise the public notice and invitation to bidders, officiate at the bid opening, review bids received for conformity and prepare a formal recommendation for acceptance of a bid. The bottom line is that we can be as involved in this process as your needs dictate.

Construction Management & Inspection



MCR Engineering provides construction management and inspection services for many of our clients. We have personnel on staff who have spent more than half of their careers in the construction business; building the very things we design. Consequently, many of our clients put our expertise to work in managing their capital improvement projects during the construction phase with great success.

When it comes to construction management, the quality we possess that is probably the most appreciated by our existing clients is our ability to represent their interests in a way that makes us feel like an extension of their own staff. The natural result of the emphasis we place on good communication is a strengthened relationship between client and consultant that eliminates conflicts entirely. Moreover, we extend that same philosophy to our interactions with the contractor. By establishing a reliable form of communication with the contractor, we stay ahead of the curve and resolve problems before they become finger pointing exercises.

Construction Staking

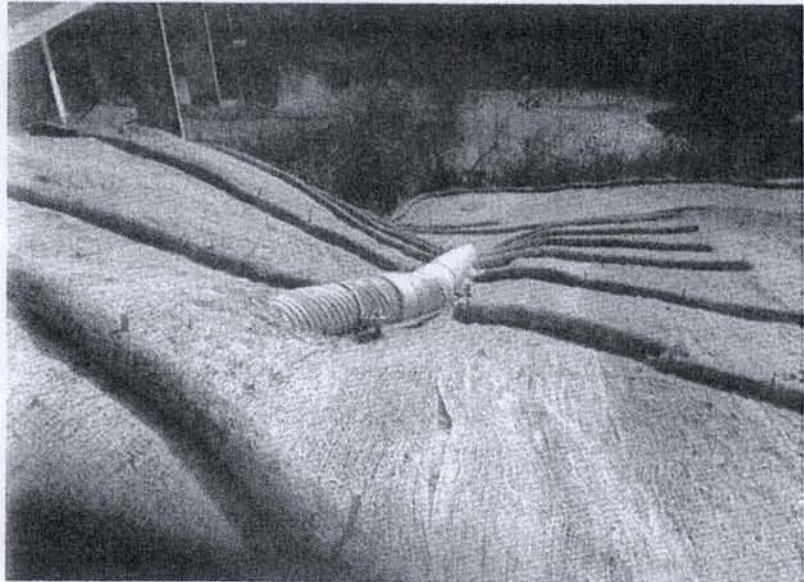
MCR provides construction staking services for nearly every project we design, using both GPS and conventional surveying equipment. During the construction phase, we make sure that the project manager and the survey party chief speak daily about the progress of the project. Construction staking takes priority over any other schedules in the field and project managers make sure they make themselves



easily accessible to survey crews during construction, in case a field surprise causes the need for a design change. We typically ask for 48 hours advance notice when requesting stakes for a project, but we are very good at adjusting schedules to take care of emergencies. We have an excellent track record for providing accurate, on-time staking and not creating delays for the contractor.

Storm Water Pollution Prevention Plan

MCR has made it a priority to stay abreast of state and federal storm water regulations, including the National Pollutant Discharge Elimination System (NPDES). We have Qualified SWPPP Developers (QSD's) and Qualified SWPP Practitioners (QSP's) on staff to assist our clients in meeting local, state and federal requirements in regards to storm water runoff, including preparation of Notices of Intent (NOI's), Storm Water Pollution Prevention Plans (SWPPP's), and all other tasks related to storm water regulation compliance.



Engineering Reports, Exhibits, Council Presentations

We have been called on by our municipal clients on a regular basis to provide engineering reports and analyses to address various concerns from intersection configurations, sewer shed studies, storm drainage analysis, pavement management, value engineering and so forth. We have a very competent staff of CAD designers/drafters that prepare excellent exhibits and graphics to accompany these reports. We also prepare Power Point presentations on a regular basis to update city councils on our progress with their capital improvement program and other issues.

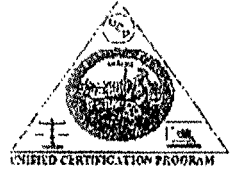
Mapping & Legal Descriptions

We offer a full range of surveying and mapping services, including parcel maps, subdivision maps, lot-line adjustments, lot mergers, ALTA surveys, records of survey etc. We prepare legal descriptions for ROW dedications and easements. We also prepare legal documents for CFD Formations and Annexations.

State & Federal Grant Processing

For the past 13 years we have designed projects that were funded by CMAQ, RSTP, TEA, SR2S, ARRA, EEM, HSIP, Prop 1B, CDBG, and USDA Grants. More importantly, on behalf of the agencies we represent, we have processed all the paperwork required by these funding sources, including Preliminary Environmental Study (PES) submittals, Requests for Authorizations (RFA's) for Right-of-Way, Preliminary Engineering and Construction, Award Packages, Invoices and Final Report of Expenditures. We have worked closely with Caltrans Local Assistance and local Councils of Government to secure, program and obligate federal and state funds for at least thirty projects over the last several years. Consequently, we are very familiar with Caltrans' Local Agency Procedure Guidelines and Manual, as well as the Local Assistance personnel in District 10.

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

July 16, 2007

Ms. Kathy Kinsland
Argonaut Ecological Consulting Incorporated
2377 Gold Meadow Way
Sacramento, California 95670

File Number: 36268

Dear Ms. Kinsland:

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.

The enclosed DBE certification will be honored by all U. S. DOT recipients in California, and your firm will continue to be listed in the California Unified Certification Program (CUCP) database of certified DBE under the following specific areas of expertise:

<u>NAICS Category Codes</u>	<u>Description</u>
541620	Environmental Consulting Services
<u>Work Category Codes</u>	<u>Description</u>
C8700	Consultant

Your DBE certification is good for five years from the date of this letter and applies only for the above codes. You may review your firm's information in the CUCP DBE Database, which can be accessed at the California Department of Transportation's website at www.dot.ca.gov/hp/bep/. 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 five-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:

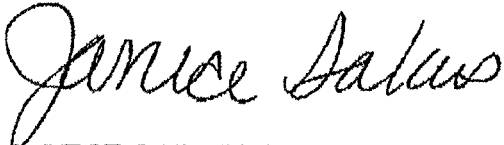
- California Department of Transportation (Caltrans)
- Central Contra Costa Transit Authority (CCCTA)
- City of Fresno
- City of Los Angeles
- Los Angeles County Metropolitan Transportation Authority (METRO)
- Orange County Transportation Authority (OCTA)
- San Diego County Regional Airport Authority
- 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 (Yotobus)

Argonaut Ecological Consulting Incorporated
July 16, 2007
Page 3

Firm Number: 36268

Congratulations, and thank you for your continued interest in participating in DBE 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, Manager
Office of Certification

**CALIFORNIA UNIFIED CERTIFICATION PROGRAM
DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATE**

ARGONAUT ECOLOGICAL CONSULTING, INC

2377 GOLD MEADOW WAY, SUITE 100
SACRAMENTO, CA 95670

Owner :KATHY KINSLAND

Business Structure : CORPORATION

This certificate acknowledges that said firm is approved by the California Unified Certification Program (CUCP) as a Disadvantaged Business Enterprise (DBE) as defined by the U.S. Department of Transportation (DOT) CFR 49 Part 26, as may be amended, for the following NAICS codes:

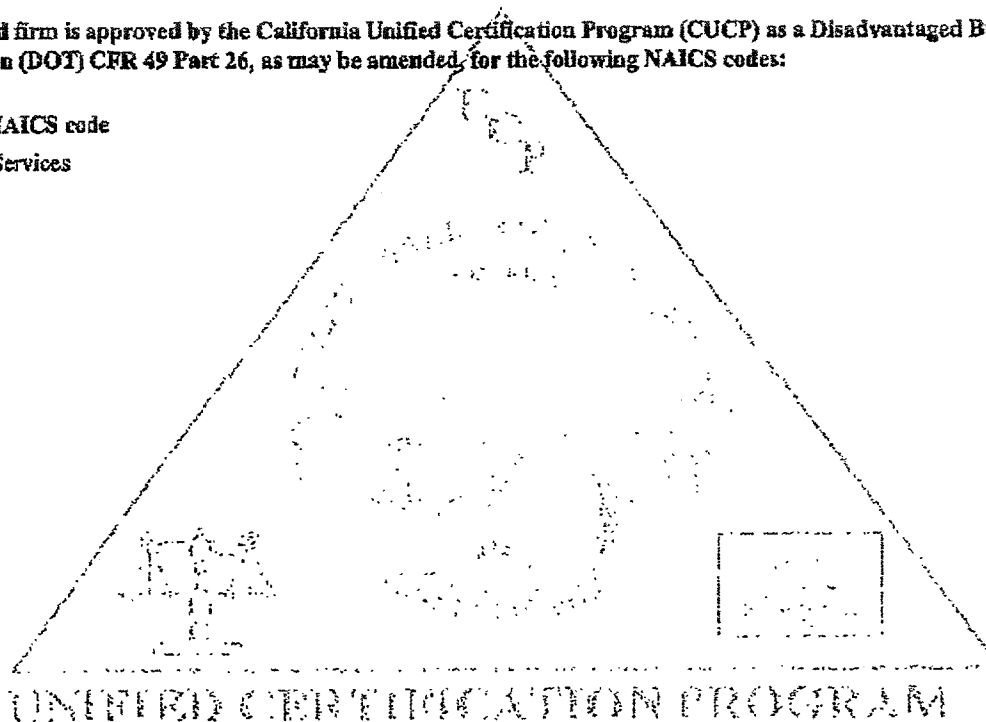
NAICS Code(s) * Indicates primary NAICS code

* 541620 Environmental Consulting Services

Work Category Code(s)

C8700 CONSULTANT

Licenses



CERTIFYING AGENCY:

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

UCP Firm Number : 36268

James Salais
CUCP OFFICER

July 18, 2007

It is CUCP's policy and objective to promote and maintain a level playing field for DBEs in California on Federal-aid contracts. We ensure nondiscrimination in the award and administration of U.S. DOT assisted contracts based on the requirements of 49 CFR Parts 21 and 26.

EXHIBIT C

CONSULTANTS FEE SCHEDULE

**FEE PROPOSAL - HATCH ROAD AT CARPENTER ROAD
MCR ENGINEERING, INC.**

	MCR ENGINEERING					KDA			NOA						UFS				MCBAY		ARGONAUT			BBA					TOTAL COST																																						
	CL	SD	PE	LS	PM	SC	TC	TE	PE	AA	TD	SD	PE	SE	PM	AA	RS	AS	PM	CO	AP	PR	TC	EA	PM	CL	TEC	SD		CT	SC	PC																																			
	45	90	110	110	125	225	50	120	135	60	80	125	135	150	165	45	80	80	105	115	150	175	45	105	105	60	70	90	100	125	185																																				
	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr																																			
I. PROJECT INITIATION & RESEARCH																																	\$	48,240.00																																	
1	Project management																																																												\$	20,000.00					
2	Kick-off Meeting with City																																																													\$	1,735.00				
3	Field Review																																																													\$	1,955.00				
4	Right-of-Way & Easements																																																														\$	4,400.00			
5	Utility Coordination / Research																																																														\$	2,580.00			
6	Topographic & Boundary Survey																																																															\$	9,880.00		
7	Geotechnical Investigation																																																															\$	7,690.00		
II. ENVIRONMENTAL																																	\$	30,760.00																																	
1	Environmental Coordination																																																														\$	1,680.00			
2	PES Form																																																														\$	1,140.00			
3	Area of Potential Effects (APE) Map																																																															\$	1,140.00		
4	Archeological Study																																																																\$	2,865.00	
5	Architectural Study																																																																\$	2,445.00	
6	Air Quality Assessment																																																																\$	12,900.00	
7	Noise Study																																																																\$	5,770.00	
8	Phase 1 Environmental																																																																\$	2,820.00	
III. PLANS, SPECIFICATIONS AND ESTIMATES																																	\$	61,250.00																																	
1	Prepare Plans																																																															\$	12,200.00		
	a. 30% Submittal																																																															\$	20,550.00		
	b. 60% Submittal																																																																\$	12,990.00	
	c. 90% Submittal																																																																	\$	5,250.00
	d. 100% Submittal																																																																	\$	4,520.00
2	Specifications																																																																\$	3,680.00	
3	Estimates																																																																\$	2,060.00	
IV. BID & CONSTRUCTION SUPPORT																																	\$	9,400.00																																	
1	Bid Support																																																														\$	4,700.00			
2	Construction Support																																																																\$	4,700.00	
TOTAL NOT-TO-EXCEED DESIGN FEE:																																	\$	149,650.00																																	
OPTIONAL TASK: RIGHT-OF-WAY																																	\$	46,350.00																																	
1	Project Management / Quality Assurance																																																														\$	5,580.00			
2	Appraisal Services																																																															\$	14,800.00		
3	Appraisal Review																																																															\$	10,460.00		
4	Acquisition Services																																																															\$	9,700.00		
5	Title & Closing Services																																																															\$	5,810.00		

EXHIBIT D

PROJECT SCHEDULE

