

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

DEPT: Public Works

BOARD AGENDA # *C-4

Urgent

Routine

AGENDA DATE November 1, 2011

CEO Concur with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval to Award a Contract for Bridge Design Engineering Services to David Evans and Associates, Inc. of Roseville, California, for the Kilburn Road Bridge over Orestimba Creek Replacement Project in Stanislaus County, Federal Project Number: BRLO-5938(157)

STAFF RECOMMENDATIONS:

1. Award a contract for design engineering services to David Evans and Associates, Inc. of Roseville, California, in the amount of \$618,000 for the Kilburn Road Bridge over Orestimba Creek Replacement Project.
2. Authorize the Director of Public Works to execute a contract with David Evans and Associates, Inc., in the amount of \$618,000 and sign necessary documents.
3. Authorize the Director of Public Works to execute change orders in accordance with the Public Contract Code, Section 20142.

FISCAL IMPACT:

At this time, \$618,000 is needed to fund the contract for bridge design engineering services. Separate from the contract, a project budget contingency of \$61,800 is necessary to cover miscellaneous expenditures associated with delivering the project. Some of these expenses may include, but not limited to, potential change orders to the contract (not to exceed 10% or \$61,800) and permit fees to other agencies. An authorization to Proceed (E-76) has been secured from Caltrans to begin the project PE phase in the amount of \$122,760. Additional funds in the amount of \$560,240 have been approved by Caltrans for programming in Fiscal Year 2011-2012. These funds will be available (continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2011-661

On motion of Supervisor O'Brien, Seconded by Supervisor De Martini

and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Award a Contract for Bridge Design Engineering Services to David Evans and Associates, Inc. of Roseville, California, for the Kilburn Road Bridge over Orestimba Creek Replacement Project in Stanislaus County, Federal Project Number: BRLO-5938(157)

FISCAL IMPACT (Continued):

after StanCog adopts the next formal amendment to the Federal Transportation Improvement Program (FTIP), anticipated in December 2011. These funds come from the Highway Bridge Program (HBP) and will fund 100% (\$683,000) of the total PE cost. As this bridge has been programmed with toll credits, there is no local match for the PE phase.

DISCUSSION:

The purpose of the Kilburn Road Bridge over Orestimba Creek Project is to replace the existing structurally deficient bridge. The Kilburn Road Bridge was constructed in 1910 as a steel truss bridge. The bridge was moved to the current location in 1918 and the steel trusses were encased in reinforced concrete with concrete abutments at each end. The bridge is approximately 62 feet long and 19.7 feet wide. The reinforced concrete that encases the steel truss members is cracked and deteriorating at numerous locations. Due to the cracking and deterioration and the bridge's structural members having limited structural capacity, vehicle weight restrictions have been posted on the bridge. In addition to these structural deficiencies, the bridge's existing width of 19.7 feet is substandard for two-way traffic.

The existing alignment of Kilburn Road consists of long stretches of road to and from the existing bridge site. At the bridge site, the alignment curves to the left, has a short straight stretch over the bridge, and then curves back to the right, resulting in a skewed alignment at the bridge site. This is a potential safety hazard in that vehicles traveling at higher speeds may have difficulty negotiating the skewed alignment. Due to this, and the narrow bridge structure, there has been a history of accidents along Kilburn Road at this location. Improving the alignment of the bridge and its connections to the tangent stretches of Kilburn Road is necessary to improve road safety.

On July 15, 2011, five (5) proposals were submitted for review by various consulting firms. Public Works staff reviewed the proposals and selected David Evans and Associates, Inc. of Roseville, California as the most qualified consultant based on the results of the below evaluation criteria. All proposals were evaluated based on qualifications only. Along with the proposal, consultant fees were submitted in a separate sealed fee envelope and were not part of the evaluation process. A sealed fee envelope was opened only for the winning proposal. Below is a list of consultants that submitted proposals:

- Quincy Engineering, Inc.
- Biggs Cardosa Associates, Inc.
- MGE Engineering, Inc.
- Nolte Vertical Five
- David Evans and Associates, Inc.

Proposals were evaluated based on the following criteria:

Approval to Award a Contract for Bridge Design Engineering Services to David Evans and Associates, Inc. of Roseville, California, for the Kilburn Road Bridge over Orestimba Creek Replacement Project in Stanislaus County, Federal Project Number: BRLO-5938(157)

- Understanding of the Work to be Performed
- Qualifications and Availability of Staff
- Project Schedule
- Familiarity With State and Federal Procedures
- Demonstrated Technical Ability
- Demonstration of Professional and Financial Responsibility
- References

The scope of design services includes:

- Strategy determination and strategy report
- Comprehensive project management services
- Public relations and outreach services
- Geotechnical Investigation
- Topographical and Boundary survey
- Right of Way acquisition services
- Comprehensive environmental services
- Comprehensive civil engineering services
- Structural engineering services
- Traffic system design
- Utilities design and relocation coordination
- Comprehensive right of way services
- Bidding and construction support services

The scope of Project physical improvements includes, but is not limited to:

- Providing adequate storm drain runoff control
- Erosion abatement
- Liquefaction prevention
- Bridge structural replacement
- Approach roadway modification
- Utility adjustments
- Plans, Specifications, Estimate
- Bidding and construction support

POLICY ISSUES:

The Kilburn Road Bridge over Orestimba Creek Project will meet the Board's priorities of providing A Safe Community, A Healthy Community, and A Well Planned Infrastructure System by improving public safety in this area of Stanislaus County.

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STAFFING IMPACT:

There are no staffing impacts associated with this item.

CONTACT PERSON:

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

DH:sn

L:\BRIDGES\9249-KILBURN RD @ ORESTIMBA CRK\DESIGN\Board Items\Kilburn Rd Bridge Award Design Contract_BOS 11-1-11

STANISLAUS COUNTY
PROFESSIONAL DESIGN SERVICES AGREEMENT
Kilburn Road Bridge over Orestimba Creek

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 David Evans and Associates, Inc., hereinafter referred to as "Consultant".

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

1.0 PROFESSIONAL SERVICES TO BE PROVIDED BY CONSULTANT

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

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

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

1.4. Compliance with Laws. Consultant agrees that it shall perform the services required by this Agreement in compliance with all applicable Federal and California laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.5. Non-Discrimination. During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully

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

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

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

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

2.0 COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C", attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed Six Hundred Eighteen Thousand Dollars (\$618,000). 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 and Workers Compensation 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, "Indemnitee") from and against any and all claims, suits, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, (collectively, "losses") which are founded upon, arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors, excluding, however, such liabilities caused in part by the sole negligence, active negligence or willful misconduct of the County, its agents, employees, and representatives. These indemnification obligations shall not be limited by any assertion or finding that (1) the person or entity indemnified is liable by reason of non-delegable duty, or (2) the losses were caused in part by the negligence of, breach of contract by, or violation of law by Indemnitee. Nothing in this Agreement, including the provisions of this paragraph, shall constitute a waiver or limitation of any rights which Indemnitee may have under applicable law, including without limitation, the right to implied indemnity.

6.2. Duty to Defend: The duty of Consultant to indemnify and save harmless as set forth herein, shall include both the duty to indemnify and at Consultant's own cost and expense the duty to defend as set forth in Section 2778 of the California Civil Code and as limited in section 2782.8 of the California Civil Code. This duty to defend arises immediately when such claim is made and shall be independent of any finding of negligence and shall arise regardless of any claim or assertion that Indemnitee caused or contributed to the Losses. Consultant shall provide legal counsel acceptable to the County.

6.3. Duty to Cooperate: Each party shall notify the other party within ten (10) days in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement. Specifically, Consultant shall take all steps necessary to assist the County in the defense of any claim brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project.

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

6.5. The foregoing provisions 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: Dennis D. Pecchia, 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

If to Consultant:

David Evans and Associates, Inc.
Attn: Dennis D. Pecchia, PE, Project Manager
1544 Eureka Road, Ste. 200
Roseville, CA 95661

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, unless such disclosure is required by law.

7.12. Ownership of Documents: Any interest, including copyright interests, of Consultant or its contractors or subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Consultant or its subconsultants under this Agreement are not works for hire, Consultant hereby assigns to County all copyrights to such works. With the County's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.

7.13. Reuse of Design Documents: Should the County desire to reuse the documents specified above and not use the services of the Consultant, then the County agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the County releases Consultant and its subconsultants from all liability associated with the reuse of such documents.

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

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

7.16. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.

7.17. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

7.18. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of County and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

7.19. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

7.21. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

7.22. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

7.23. Counterparts: This Agreement may be executed in one or more counterparts, each


of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.


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

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

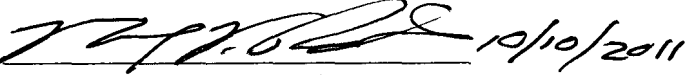
COUNTY OF STANISLAUS

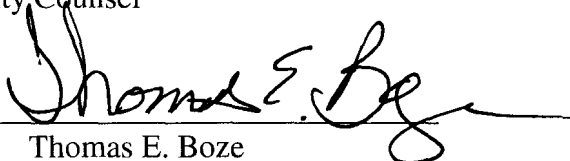
DAVID EVANS & ASSOCIATES, INC.

By: 
Matt Machado, Director
Department of Public Works

By:  10/4/11
Dennis D. Pecchia, P.E.
Project Manager

APPROVED AS TO FORM:
John P. Doering
County Counsel

By:  10/10/2011
Michael W. Reynolds, P.E.
Vice President

By: 
Thomas E. Boze
Deputy County Counsel

Board Resolution No. 2011-661

EXHIBIT A

COUNTY'S REQUEST FOR PROPOSAL



NOTICE OF REQUEST FOR PROPOSALS

REQUEST FOR PROPOSALS FOR ALL-INCLUSIVE BRIDGE ENGINEERING ON KILBURN ROAD BRIDGE OVER ORESTIMBA CREEK, WITHIN STANISLAUS COUNTY

The Stanislaus County Public Works Department (County) is the lead agency for the Kilburn Road Bridge Project and is soliciting a proposal from the previously qualified bridge consultants for the proposed work identified in the project description and scope of work in this request for proposals.

The selection committee will evaluate all proposals submitted. The selection considerations for evaluating the proposal are included in this request following the "Contents and Requirements" section. Following evaluation of the proposal, we anticipate that three to five consultants may be subject to interviews.

Please submit three copies of your proposal to this office by 5:00 p.m., Friday, July 8, 2011 to:

Mr. Donal Hicks
Stanislaus County Department of Public Works
1716 Morgan Road
Modesto, CA 95358

All questions regarding the RFP must be submitted in writing. Please send all questions regarding this Request for Qualifications in writing via email to Donal Hicks at hicksd@stancounty.com or fax to (209) 541-2509. The deadline to submit questions is 5:00 p.m. on Wednesday, June 29, 2011. Addendums, if necessary, will be posted on the Valley Reprographics website. The last day to issue an addendum is Friday, July 1, 2011.

INTRODUCTION

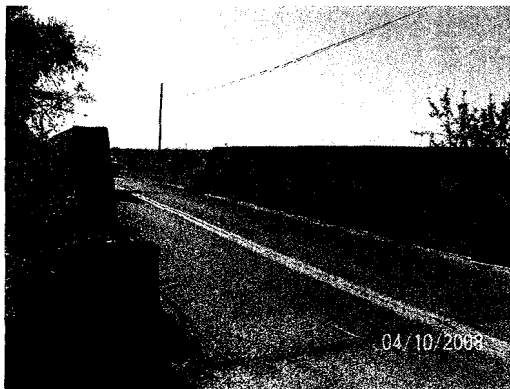


Aerial View of the bridge

The Kilburn Road bridge was built in 1910 and consists of a one span riveted steel pony truss encased in reinforced concrete, on closed end reinforced concrete seat abutments. The bridge is approximately 62 feet long and 19.7 feet wide. As part of the environmental process, a determination should be made as to the fate of the existing bridge.

Engineering Issues

The existing bridge was found to be structurally deficient and to have a sufficiency rating of 30.5. The existing bridge has the functional classification as local rural, with low daily traffic volume. There are weight restrictions of 11 tons per vehicle, 18 tons per semi-trailer combination and 23 tons per truck and full trailer in place at this time. This structure is classified as a fracture critical bridge due to the steel truss members.



Picture of trusses



Picture of cracking in trusses

Proposed Schedule

Design to begin in Spring/Summer 2011
Environmental Document Winter 2013
Final Design Summer 2014
Right of Way Winter 2015
Utility Relocations Fall 2016
Begin Construction Winter 2016
End Construction Fall 2017

SCOPE OF WORK

The scope of services will consist of the engineering design and preparation of 100% contract documents consisting of plans and cost estimates for the construction of this project. The scope of services will also include the necessary environmental studies and work scopes to assist the County to obtain required State and Federal environmental permits and authorizations.

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. 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 scope of services includes the following:

1. Perform necessary public outreach. The consultant shall include in the proposal provisions for conducting various meetings for the transfer and dissemination of information to the public and for the periodic tracking of Project progress. The objectives are to promote participation in the process and improve communication and understanding between the decision-makers and community residents. The Consultant must ensure that the community participation is tailored to the local area and meets its special needs. The Consultant shall schedule all meetings, make arrangements for facilities, issue meeting notices, and prepare agenda and minutes. The Consultant will be required to obtain prior approval of the County Public Information Officer (through County's Project Manager) for any communications with the public media pertaining to the bridge engineering work. Public comments shall be recorded, provided with an appropriate response, and be considered in the design, when possible. The Consultant shall be responsible for compiling all comments and recommendations for administrative and public review.
2. Provide a geotechnical report for the site as required for the completion of design, construction documents and permit applications. The geotechnical report shall include an evaluation of the effects of any slope erosion or periodic land movements during extreme storm and seismic events, and soil data, seismic parameters and recommendations for the bridge design.

3. 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. Where more than one datum is required by multiple agencies the Consultant will prepare the necessary conversion tables to enable the transformation from one datum to another.
4. 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 construction of the Bridge. 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.
5. Environmental Investigations
The Consultant shall perform a variety of environmental investigations to State and Federal standards to assist in the preparation of the final National Environmental Policy Act document environmental documents. Preparation of a Preliminary Environmental Study (PES) will be required once a consultant is selected. Listed below is an outline of the anticipated environmental studies that will be necessary to satisfy the final environmental documents and resource permitting requirements:
 - a. Biological Assessment: The study will include a Biological Assessment of the entire study area, including potential impacts to sensitive habitat and endangered and threatened plant and animal species and critical habitat, both designated and proposed. Surveys for plant and animal species of concern should follow appropriate survey protocol adopted by the U.S. Fish and Wildlife Service (USFWS) and/or California Department of Fish and Game (CDFG). The report should include a species list acquired from USFWS, and plant surveys should be done during the appropriate blooming periods. Consultation with USFWS, National Oceanic and Atmospheric Administration's National Marine Fisheries Service and/or CDFG may be necessary as part of the permitting process.

- b. Section 106 Study: A Section 106 Study shall be prepared to evaluate the project's potential impacts to historic and prehistoric cultural resources, including architectural resources. A Historic Property Survey Report (HPSR) or Negative Historic Property Survey Report (NHPSR) shall be prepared and serve as a summary to the following required documents:

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."

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 final environmental studies shall be compiled and summarized to the County in the form of a Natural Environmental Study (NES) to State and Federal Standards with appropriate Appendices and back up documentation.

6. Bridge/Structural Design

- a. The Consultant will perform structural design investigations, analysis, computations, and prepare detailed structural design plans for the proposed replacement bridge in accordance with the latest Caltrans bridge design techniques including a Foundation Study and Report and a Location Hydraulic Study. A type selection study shall be prepared for approval by the County and Caltrans local assistance. Additional tasks related to the design may include attending meetings such as design coordination meetings, pre-construction conferences, field reviews, field design inspections, and general site visits.

- b. Standard construction materials shall be used in the design of the proposed bridge replacement wherever possible. Where specialized non-standard construction/building materials are required, the Consultant shall first obtain approval from the County prior to incorporating them into the design.

7. Approach Roadway Design

- a. 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 100% design plans for construction.
- b. Re-alignment at the south and north approaches will be necessary.
- c. Design shall include details for traffic control plans in accordance with the Caltrans Manual of Uniform Traffic Control Devices.
- d. Traffic Study to determine capacity needs of the bridge and the intersections within 250 feet of the bridge approaches.

8. Survey/Utility Coordination

- a. The Consultant shall conduct a field topographical survey to be used for the bridge and 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.
- b. 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.

9. Plans, Specifications, and Estimate (PS&E)

- a. Plans - Project plans prepared by the Consultant shall include a complete set of plans at the 100% level. All identified and affected existing utilities shall be accurately indicated on the plans.
- b. Specifications – County Staff will prepare the boilerplate specifications, the Consultant shall deliver special provisions for bid items listed on the bid sheet.
- c. Estimate - Project estimate prepared by the Consultant shall use Caltrans standard bid item descriptions wherever possible.

10. PS&E – Submittals

- a. 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.
- 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 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.

RIGHT OF WAY SERVICES

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.

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.

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. Expedient 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.

PROPOSAL CONTENTS AND REQUIREMENTS:

The RFP should not exceed 20 pages, not including resumes, no more than one sheet per resume, except for the principals, which may not exceed 2 pages each and no more than 3 principals may be listed (i.e. Project Engineer, Bridge Engineer/Architect, Principal in charge) and cover letter.

The objective of this request is to obtain an RFP from the pre-qualified consulting firms as listed on the current County Bridge Engineer list. The RFP should be succinct. The submitted material should focus on technical content that demonstrates experience and understanding in environmental process, bridge design and the availability and commitment of the firm and its team. Elaborate or glossy RFP's are neither expected nor desired.

The consultants selected for interviews (three to five) will be selected on the following criteria. Please note that for a firm to claim credit for a project it must still employ those actual project engineer's and manager's who performed the work. It was our observation that during the SOQ reviews that multiple firms claimed the same projects as relevant project experience. Please plan on justifying why your firm should be credited with the project experience that you are claiming.

Potential consultants are directed to read and be able to sign County standard consultant agreement without modifications.

SOQ Scoring and Evaluation Criteria

Criteria	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score
1. Composition of the proposed team (professional and technical level personnel of the prime and subconsultants) to fulfill the requirements of the Scope of Work in the RFP.	2.0		
2. Education and experience of the key personnel to be assigned.	1.0		
3. Availability of the Project Manager and the proposed team. Accessibility to the County and ability to respond to County requirements.	1.0		
4. Project understanding / work plan	2.0		
5. Demonstrated ability to deliver a historic bridge project in a timely fashion.	2.0		
6. Nature of completed relevant projects. All relevant experience should include state, federal and local projects	2.0		
		Total	

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

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

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

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

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

This scoring system is provided as a guideline for evaluating Proposals that are submitted in response to a Request for Proposals. All relevant experience will be considered equally.

SELECTION PROCEDURE

The County shall select the Consultant based on the following procedure:

- A. Receive and evaluate the proposal and statement of qualifications and develop a short list.
- B. Notify Consultants of the short list.
- C. Interview top three to five Consultants.
- D. Develop final ranking of Consultants.
- E. Notify Consultants of the results.
- F. Conduct scoping meeting with top ranked Consultant.
- G. Negotiate Contract with top ranked Consultant. If an agreement on the scope of services and compensation cannot be reached, negotiations with the top ranked Consultant will be closed, and negotiations with the next-highest ranked Consultant will be opened. The process is repeated until a contract is successfully negotiated.

PROPOSAL SUBMITTAL

Only that information specifically requested shall be submitted. If a Consultant recognizes a more efficient method of accomplishing specific tasks or items, the Consultant's fees shall reflect the County's requested work, and the cost increase/savings for the more efficient method shall be noted separately.

The Consultant shall submit three (3) copies of the proposal in a sealed envelope or box clearly marked with the Consultant's name and labeled "Proposal for Engineering Design and Environmental Services for the Kilburn Road Bridge Replacement Project." The Consultant shall also submit a completed Exhibit 10-1 "Notice to Proposers DBE Information" Exhibit 15-H "Good Faith Efforts." Copies of these Exhibits are attached to this RFP.

The proposals shall be delivered to the Stanislaus County Department of Public Works at the address set forth below no later than 5:00 p.m. on Friday, June 17, 2011. Late proposals will not be accepted.

Along with the copies of the proposal, the Consultant's fee schedule for the services required in the proposal shall be submitted in a separate sealed envelope with the same notation as the proposals. The County will not open the sealed envelope until after the proposal submitted by each respondent has been reviewed and ranked based on technical merits.

County of Stanislaus, Department of Public Works
Attention: Donal Hicks
1716 Morgan Road
Modesto, CA 95358

PROJECT SCHEDULE:

The anticipated milestones for this project are as follows:

MILESTONE	DATE
Proposals Due	July 8, 2011
Interviews	Week of July 25 th or August 1 st
Select and Begin Negotiations	August 4 th
Award Contract	August 30 th
Notice to Proceed	August 31 st

GENERAL ATTACHMENTS TO RFP:

1. UDBE Forms Exhibits 10-I and 15-H, 10-0-1, 10-0-2
2. Sample Professional Design Services Agreement

EXHIBIT 10-I

Notice to Bidders/Proposers Disadvantaged Business Enterprise Information

NOTICE TO BIDDERS/PROPOSERS DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS AND INSTRUCTIONS

The agency has established an Underutilized DBE goal for this contract of **3.1 percent (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” is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

Black American
Asian-Pacific American
Native American
Women

- The term “bidder” also means “proposer” or “offerer.”
- 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 bidder/proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Bidders/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 Bidder/Proposer-UDBE (Consultant Contract) Commitment” (Exhibit 10-O[1]) form shall be included in the Request for Proposal. In order for a bidder/proposer to be considered responsible and responsive, the bidder must make good faith efforts to meet the goal established for the contract. If the goal is not met, the bidder/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/Bidder-DBE (Consultant Contract)-Information” (Exhibit 10-O(2)) 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. For contracts with no goals, this form collects information on all DBEs, including UDBEs. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the bidder’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 bidder, not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The bidder is a UDBE and will meet the goal by performing work with its own forces.
 - 2. The bidder will meet the goal through work performed by UDBE subcontractors, suppliers or trucking companies.
 - 3. The bidder, prior to bidding, 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 bidder (prime contractor) shall list only one subcontractor for each portion of work as defined in their bid/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. Bidder/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 website at: <http://www.dot.ca.gov/hq/bep/>.
 - Click on the link in the left menu titled Find a Certified Firm
 - Click on Query Form link, located in the first sentence
 - Click on Certified DBE's (UCP) located on the first line in the center of the page
 - Click on Click To Access DBE Query Form
 - Searches can be performed by one or more criteria
 - Follow instructions on the screen
 - “Start Search,” “Requery,” “Civil Rights Home,” and “Caltrans Home” links are located at the bottom of the query form
- C. How to Obtain a List of Certified DBEs without Internet Access

DBE Directory: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the on-line database. A copy of the directory of certified DBEs may be ordered from the Caltrans Division of Procurement and Contracts/Material and Distribution Branch/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

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 one hundred 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 sixty 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.
- 3. 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. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The 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. The 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.

- E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The 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. The 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.



DEPARTMENT OF PUBLIC WORKS

Matt Machado, PE
Director

Laurie Barton, PE
Deputy Director, Engineering/Operations

Diane Haugh
Assistant Director, Business/Finance

Engineering & Operations Division
1716 Morgan Road, Modesto, CA 95358
Phone: 209-525-4130; Fax: 209-541-2509

ADDENDUM NO. 1

TO:

NOTICE OF REQUEST FOR PROPOSALS

**REQUEST FOR PROPOSALS FOR ALL-INCLUSIVE BRIDGE ENGINEERING ON KILBURN ROAD BRIDGE
OVER ORESTIMBA CREEK, WITHIN STANISLAUS COUNTY**

**DAVID LEAMON, PE
SENIOR CIVIL ENGINEER**

By: _____

Date: July 1, 2011

**For Proposals Due: ~~July 8, 2011 at 5:00 PM~~
REVISED: July 15th, 2011 at 5:00 PM**

**ADDENDUM NO. 1
Page 1 of 3**

ADDENDUM NO. 1

FOR THE: **REQUEST FOR PROPOSALS FOR ALL-INCLUSIVE BRIDGE ENGINEERING ON KILBURN ROAD BRIDGE OVER ORESTIMBA CREEK, WITHIN STANISLAUS COUNTY**

FOR BIDS DUE: REVISED July 15, 2011 at 5:00 PM

DATE: July 1, 2011

TO ALL CONSULTANTS:

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

The proposal opening date has been moved to **July 15, 2011 at 5:00 PM**. The last day for questions and the last day to issue an addendum dates have changed accordingly, see below.

MILESTONE	DATE
Last Day for Questions	July 6 th
Last Day for Addendum	July 8 th
Proposals Due	July 15 th
Interviews	Week of August 1 st or August 8 th
Select and Begin Negotiations	August 11 th (estimated)
Award Contract	September 13 th (estimated)
Notice to Proceed	September 14 th (estimated)

REASON FOR CORRECTION: The proposal due date has been postponed to give all bidders adequate time to review the Request For Proposal.

Amend the cover letter to consultants, paragraph one, to include the following change in order to be consistent with the Notice of Request for Proposals:

“The scope of services will consist of the All Inclusive Project Approval and Environmental Document (PA&ED) and Plans, Specifications and Estimate (PS&E), including final design and bid documents.”

RESPONSES TO INQUIRIES

1. *“ How much involvement/leadership does the County want the environmental consultant to provide with respect to the CEQA process? Specifically:*
 - a. *Development and distribution of public notices*
 - b. *Document filing at the State Clearinghouse*
 - c. *Printing, mailing and distribution of draft and final environmental documents*
 - d. *Leadership or participation at public scoping meetings (if a meeting is desired), and a hearing on the final CEQA document”*

ADDENDUM NO. 1

FOR THE: **REQUEST FOR PROPOSALS FOR ALL-INCLUSIVE BRIDGE ENGINEERING ON KILBURN ROAD BRIDGE OVER ORESTIMBA CREEK, WITHIN STANISLAUS COUNTY**

FOR BIDS DUE: REVISED July 15, 2011 at 5:00 PM

DATE: July 1, 2011

RESPONSE: The consultant shall provide All Inclusive services for the environmental/CEQA process.

2. *“ Can you upload the general attachments to the proposal onto the Modesto Reprographics website? We could not find:
 - a. *UDBE Forms Exhibits 10-1, 15-H, 10-0-1 and 10-0-2*
 - b. *Sample Professional Design Services Agreement”**

RESPONSE: The UDBE Forms 10-0-1 and 10-0-2 are attached to this addendum. Forms 10-1 and 15-H will not be required with this proposal. The Sample Professional Design Services Agreement is also attached to this addendum.

3. *“Page 11 of 19 — Confirm that cover letter, resumes and Exhibits 10-1, 10-0-1, 10-0-2 and 15-H are not part of the 20 page limit.”*

RESPONSE: The cover letter, resumes and UDBE Forms 10-0-1 and 10-0-2 are not part of the 20 page limit. Forms 10-1 and 15-H will not be required with this proposal. UDBE forms shall be included with the proposal, not in the sealed envelope with the fees schedule, with percentages shown instead of costs.

4. *“Confirm that 11x17 exhibits will count as 2 pages of the 20 page limit.”*

RESPONSE: 11 x 17 pages will not count as 2 pages of the 20 page limit.

5. *“Pg 13 of 19 – incorrect June 17, 2011 deadline is shown – should be July 8, 2011”*

RESPONSE: All references to the deadline for submitting proposals should be changed to July 15, 2011, as stated above.

6. *“There are irrigation structures crossing Kilburn Road at each end of the bridge that will in all likelihood require modification. Is modification of these structures part of the project or are they the responsibility of the owner?”*

RESPONSE: Modifications to the existing irrigation structures and pipelines will be part of the project.

Attachments:

Attachment 1: Sample Fee Proposal

Attachment 2: Notice to Proposers Disadvantaged Business Enterprise Information

Attachment 3: Exhibit 10-O1

Attachment 4: Exhibit 10-O2

Attachment 5: Sample Design Services Agreement

Attachment 6: Sample Proposal Evaluation Sheet

Attachment 7: Plan for existing bridge (1918)

Attachment-1

Sample Fee Proposal

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

Subconsultant A Fixed Fee: \$4,000
Subconsultant B Fixed Fee: \$2,000
TOTAL PROJECT FEES (NOT TO EXCEED) \$31,010

Attachment-2

**Notice to Proposers
Disadvantaged Business
Enterprise Information**



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: 209.541.2505

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 10-01

Attachment-4

Exhibit 10-O2

Attachment-5

Sample Design Services Agreement

**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.

(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, "Indemnitee") from and against any and all claims, suits, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, (collectively, "losses") which are founded upon, arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors, excluding, however, such liabilities caused in part by the sole negligence, active negligence or willful misconduct of the County, its agents, employees, and representatives. These indemnification obligations shall not be limited by any assertion or finding that (1) the person or entity indemnified is liable by reason of non-delegable duty, or (2) the losses were caused in part by the negligence of, breach of contract by, or violation of law by Indemnitee. Nothing in this Agreement, including the provisions of this paragraph, shall constitute a waiver or limitation of any rights which Indemnitee may have under applicable law, including without limitation, the right to implied indemnity.

6.2. Duty to Defend: The duty of Consultant to indemnify and save harmless as set forth herein, shall include both the duty to indemnify and at Consultant's own cost and expense the duty to defend as set forth in Section 2778 of the California Civil Code and as limited in section 2782.8 of the California Civil Code. This duty to defend arises immediately when such claim is made and shall be independent of any finding of negligence and shall arise regardless of any claim or assertion that Indemnitee caused or contributed to the Losses. Consultant shall provide legal counsel acceptable to the County.

6.3. Duty to Cooperate: Each party shall notify the other party within ten (10) days in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement. Specifically, Consultant shall take all steps necessary to assist the County in the defense of any claim brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project.

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

6.5. The foregoing provisions 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:

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

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

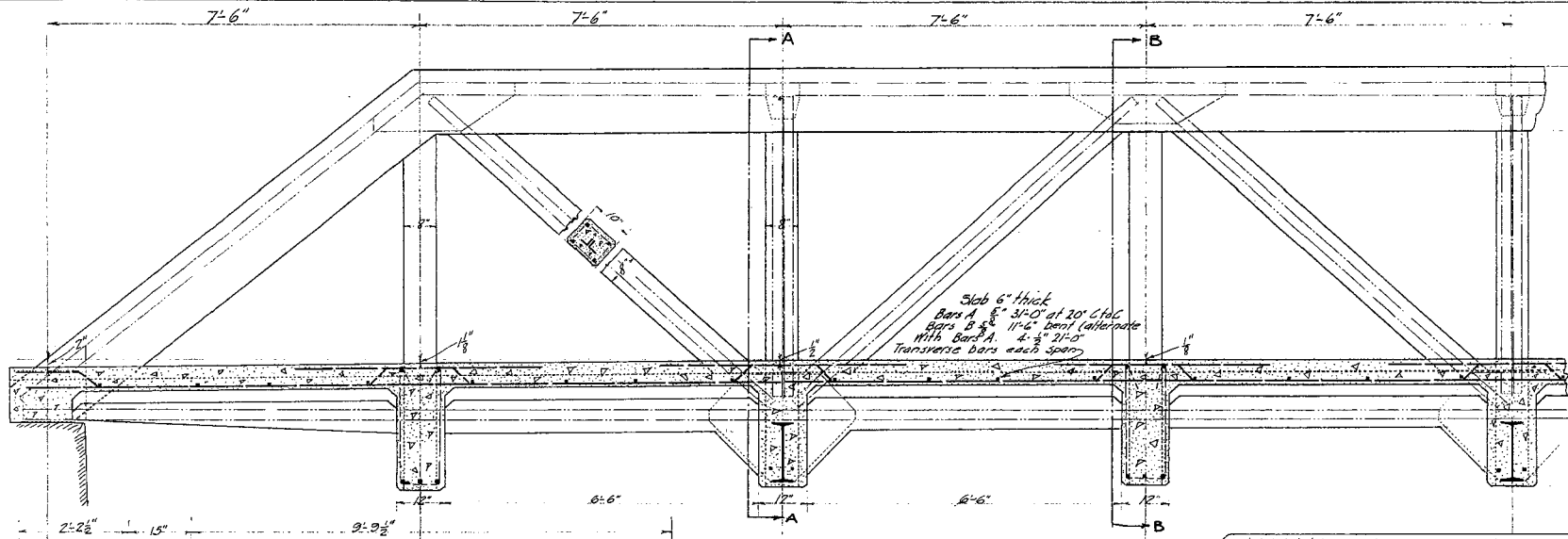
- EXHIBIT A:** County's Request For Proposal
- EXHIBIT B:** Consultant's Response To County's Request For Proposal
- EXHIBIT C:** Consultants Fee Schedule
- EXHIBIT D:** Project Schedule

Attachment-6

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	

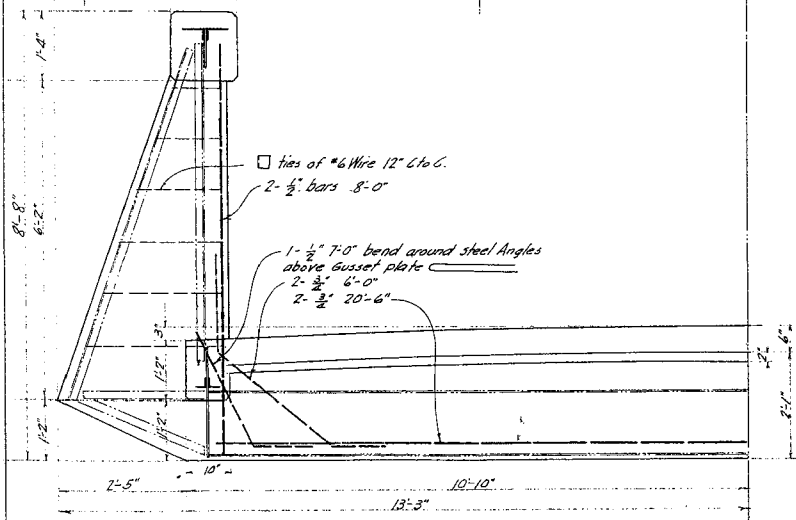


LIST OF REINFORCING STEEL

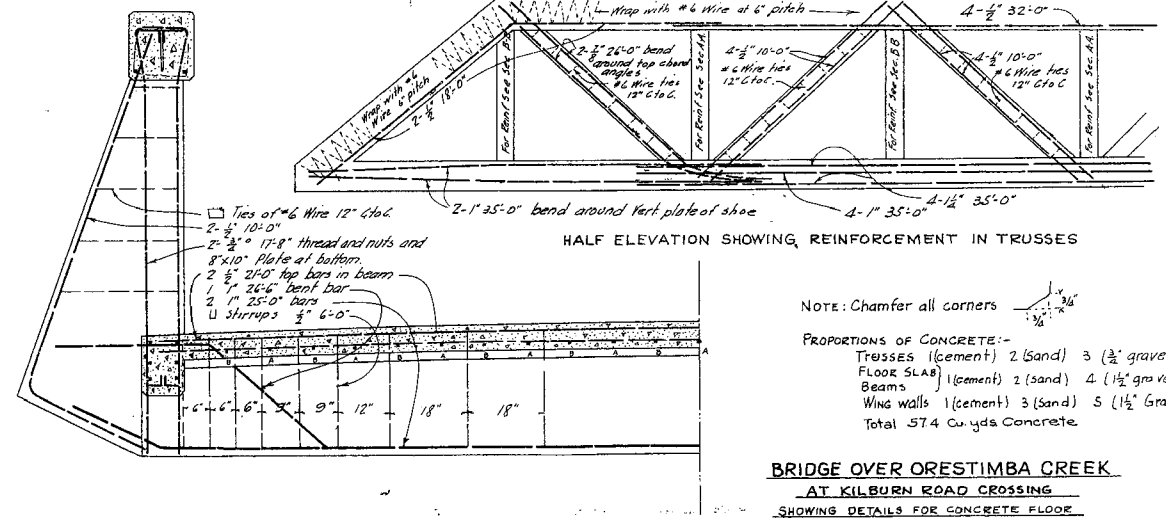
8-1/2	18'-0"	Corrugated Square Bars
8-1/2	32'-0"	Round Bars
16-1/2	17'-0"	Round Bars
6-1/2	8'-0"	Plates
8-1/2	10'-0"	Corrugated Square Bars
12-1/2	8'-0"	
8-1/2	28'-0"	
32-1/2	10'-0"	
6-1/2	7'-0"	
12-1/2	6'-0"	
6-1/2	25'-0"	
8-1/2	25'-0"	
4-1/2	26'-0"	
8-1/2	21'-0"	
64-1/2	6'-0"	
8-1/2	35'-0"	
8-1/2	35'-0"	
8-1/2	35'-0"	
22-1/2	30'-0"	
72-1/2	11'-0"	
24-1/2	11'-0"	
32-1/2	20'-0"	

Total of 9541.24 Tbs. of Steel.

CONCRETE
54 Cu Yds Gravel
27 Cu Yds Sand
360 Sks. Cement



SECTION A-A



SECTION B-B
Dimensions same as Section A-A

NOTE: Chamfer all corners

PROPORTIONS OF CONCRETE:-
Trusses (cement) 2 (sand) 3 (1/2 gravel)
FLOOR SLAB (cement) 1 (sand) 4 (1/2 gravel)
Beams (cement) 2 (sand) 5 (1/2 gravel)
Wing walls (cement) 3 (sand) 5 (1/2 gravel)
Total 574 Cu yds Concrete

BRIDGE OVER ORESTIMBA CREEK

AT KILBURN ROAD CROSSING

SHOWING DETAILS FOR CONCRETE FLOOR AND STRENGTHENING OF OLD STEEL TRUSSES WITH REINFORCED CONCRETE

Scale 1" = 1'

J.H. HOSKINS COUNTY ENGINEER
Plans by D.M.McPhetres October 1918

EXHIBIT B

CONSULTANT'S RESPONSE TO COUNTY'S REQUEST FOR PROPOSAL

WORK PLAN – SCOPE OF WORK

The David Evans and Associates, Inc. (DEA) Team will provide a full scope of work to Stanislaus County for the Kilburn Road Bridge Project. The team is comprised of the following firms:

- David Evans and Associates, Inc. (DEA) – project management, road and bridge design
- LSA Associates, Inc. (LSA) – environmental
- Judith Buehe Communications (JBC) – public outreach
- Mid Valley Engineering, Inc. (MVE) – survey and mapping
- Donald MacDonald Architects (DMD) – bridge architecture
- Kleinfelder – geotechnical
- WRECO – hydrology and hydraulics
- Y&C Transportation Consultants (Y&C) – traffic
- Overland, Pacific & Cutler, Inc. (OPC) – right of way
- Cogdill & Giomi, Inc. (CGI) – right of way

The primary tasks included in this scope of work include:

- | | |
|---|---|
| Task 1. Project Management & Quality Assurance | Task 7. Hydrologic and Hydraulic Studies |
| Task 2. Environmental and Permit Processing | Task 8. Geotechnical Engineering |
| Task 3. Public Outreach | Task 9. Final Design, Plans, Specifications, and Estimate (PS&E) |
| Task 4. Survey, Mapping, and Utility Coordination | Task 10. Right-of-Way Services |
| Task 5. Preliminary Roadway Design | Task 11. Bidding Assistance |
| Task 6. Structure Type Selection Report | Future Task 12. Construction Phase Services |

Detailed task descriptions and responsibilities are as follow:

Task 1. Project Management & Quality Assurance

(WBS: 100)

In this work task, the David Evans and Associates, Inc. (DEA) project manager will perform project management activities that include:

1.1. Project Administration and Communication

(WBS: 100.10, 100.15, 100.20)

Project administration activities include the preparation of monthly progress reports and invoices that will be submitted to the County. In addition, this task includes preparing and maintaining the Project Guide, which will contain the scope of work, budgets, deliverables, schedule, work plan, design criteria, quality control plan, and a project directory. The Project Guide will be distributed to the County and the DEA Team. The project manager will communicate with the County regarding project status on a weekly basis.

1.2. Meetings

(WBS: 100.10, 100.15, 100.20)

The DEA Team will attend meetings to discuss project related issues. The following meetings are included in this task:

- Kick-Off Meeting (1 Meeting)
- Field Review Meeting (1 Meeting)
- Project Development Team (PDT) Meetings (County Staff and Team Staff, 24 Meetings)
- Team Meetings (Team Staff, 24 Meetings)
- Interagency Meetings (Caltrans, Regulatory Agencies, etc., 4 Meetings)
- Public Meetings and Presentations (2 Public Information Meetings)

1.3. Scope Management

(WBS: 100.10, 100.15, 100.20)

The scope of work as agreed upon with the County will be adhered to and monitored frequently. Out-of-scope services will be discussed and agreed upon with the County prior to initiating any out-of-scope work.

1.4. Budget Management

(WBS: 100.10, 100.15, 100.20)

All charges to the project will be monitored and controlled to help keep costs within budget limits. DEA's computerized Solomon accounting system will be used to monitor and control budgets. Monthly invoices and progress reports will be prepared and submitted to the County.

1.5. Schedule Management

(WBS: 100.10, 100.15, 100.20)

The DEA project manager will prepare and maintain a Microsoft Project schedule. Project work will be scheduled by task on a critical path method (CPM) Gantt chart diagram.

1.6. Quality Assurance

(WBS: 100.10, 100.15, 100.20)

The DEA quality assurance/quality control person will have the responsibility of making sure that DEA's quality control plan procedures are applied and followed on all aspects of project work and deliverables.

Task 1. Deliverables:

- Project Guide (3 copies, PDF file on CD)
- Project schedule (5 copies, MS Project file by email)
- Agendas for meetings (5 copies, MS Word file by email)
- Minutes of meetings (5 copies, MS Word file by email)
- Monthly invoices and progress reports (1 copy, PDF file by email)

Task 2. Environmental and Permit Processing

(WBS: 165)

LSA Associates, Inc. (LSA) will take the lead environmental role and be responsible for preparing permits. LSA's work will include:

2.1. Prepare Preliminary Environmental Study (PES)/Initial Study Checklist

(WBS: 165.10, 165.15, 165.20, 165.30)

LSA will conduct a Preliminary Environmental Study (PES) as required under Caltrans Local Assistance Procedures Manual (Environmental Procedures) for federally funded projects. The PES includes a checklist that establishes the basis for any needed technical studies and is used to identify the likely environmental clearance. The PES is also used to identify environmental permits that would be needed for the project. LSA will also prepare an Initial Study (IS) Checklist to determine the scope and scale of the CEQA level environmental review.

2.2. Technical Studies

(WBS: 165.10, 165.15, 165.20, 165.30)

LSA proposes to conduct the following technical studies identified in the PES. Copies of each draft and final report will be submitted to the County and Caltrans for review.

Hydrology/Water Quality: LSA will conduct a Floodplain Report Summary/Water Quality Report in accordance with Caltrans guidelines and requirements. The report will also evaluate potential water quality impacts from bridge replacement actions and long-term operations on the river resource. Mitigation measures, including Best Management Practices specified in Caltrans' Storm Water Quality Handbook - Planning and Design Guide, would be identified for any significant water quality impacts that may occur during construction and/or operation of the new bridge structure.

Biology: LSA will perform field surveys and evaluate the biological resources present in the project area and determine project effects to those resources. A key objective of the evaluation will be to identify any special status plant or wildlife species, or sensitive habitats, that may be affected by the project. Based on a preliminary review, sensitive biological resources potentially occurring in the project area include (but are not limited to) Swainson's hawk, western burrowing owl, bats, Pacific pond turtle, and jurisdictional waters (riparian habitat).

The following field surveys are proposed: general field survey, jurisdictional waters of the U.S. delineation, and tree survey. LSA proposes to prepare the following reports:

- Natural Environment Study (NES)
- Wetland Delineation Report

Air Quality/Climate Change: Assuming that the new Kilburn Road Bridge will remain a two-lane roadway, potential short-term project-related air quality impacts will be calculated. Short-term air quality impacts may result from demolition, grading, and construction equipment. Avoidance, minimization, and mitigation measures to address short-term adverse project air quality impacts will be identified. Feasible avoidance, minimization and/or mitigation measures, if needed, will be identified to address potential long-term adverse project-related air quality impacts.

Noise: One sensitive receptor is located in the vicinity of the bridge project that could be affected by noise during construction. To the extent that the project would be required to comply with the County's noise policies that regulate construction noise, this issue would be resolved. Construction-related impacts will be evaluated within the Environmental Impact Report/Environmental Assessment (EIR/EA).

Cultural Resources: LSA will prepare an Area of Potential Effects (APE) map and conduct (1) background research that includes a records search and literature review, (2) interested parties consultation, and (3) field surveys to prepare an Archaeological Survey Report (ASR), Historic Property Survey Report (HPSR), and Finding of Effect (FOE). If the FOE finds an adverse effect to the bridge, a Memorandum of Agreement (MOA) and Historic Property Treatment Plan (HPTP) will need to be prepared. An MOA and HPTP have been included in the event that the FOE finds an adverse effect and the consulting parties must execute an MOA and HPTP. In addition, although the Request for Proposal called for preparation of a Historical Resources Evaluation Report (HRER) and an HRER is included in this scope of work, it is most likely that an HRER will not be needed because (1) the bridge has already been determined eligible for inclusion in the National Register of Historic Places and will not need evaluation or other documentation, and (2) LSA's Google Street View review of the bridge and its vicinity did not identify any architectural properties that require evaluation. A Paleontological Identification Report/Paleontological Evaluation Report (PIR/PER) is also included in this scope of work.

Historic Section 4(f) Evaluation: The Kilburn Road Bridge is eligible for the National Register of Historic Places. Replacement will likely have an impact on a historic resource that is eligible for the National Register listing. As a result, the project may have an effect on resources covered under Section 4(f) of the U.S. Department of Transportation Act of 1966. Section 4(f) specifies that publicly owned land from public parks, recreation areas, or wildlife and waterfowl refuges and historic sites of national, state, or local significance may be used for federally funded projects only if:

1. There is no feasible and prudent alternative to the use of such land; and
2. Such highway program or project includes all possible planning to minimize harm to 4(f) lands resulting from such use.

It is anticipated that the new bridge could change the use or function associated with the historic bridge with complete replacement. The Section 4(f) evaluation will examine the range of alternatives presented in the environmental document, including the "no build" alternative. Measures to minimize harm, including all practicable mitigation measures, will be pursued to satisfy the Section 4(f) requirements. The evaluation will be compiled in a draft Programmatic Section 4(f) Evaluation statement and circulated to federal agencies for review. It is likely that the Programmatic Section 4(f) Evaluation will be attached to the Draft EIR/EA document,

although it could be sent and reviewed separately. Once the comments are generated, responses will be prepared and presented in a Final Programmatic Section 4(f) Evaluation.

2.3. Environmental Review

(WBS: 165.10, 165.15, 165.20, 165.30)

As part of the environmental review process, LSA will address various alternatives involving the bridge replacement. These alternatives will include: (1) temporarily close the road, demolish the existing bridge, and build a new bridge on the same alignment; (2) allow traffic during construction with staged construction by retaining the bridge (or portions of the bridge) in place while the new bridge is constructed, then demolish the old bridge; (3) rehabilitate the historic bridge; and (4) no build alternative.

Under NEPA, the bridge project will require an Environmental Assessment (EA). Under CEQA, the project should be reviewed under an Environmental Impact Report (EIR) due to the potential for significant and adverse impacts associated with a resource that is eligible for the National Register. Accordingly, this scope of work is based on the processing of an EIR and EA documents (combined document). If the alternative selected results in a project that does not cause adverse impacts, a Finding of No Significant Impacts (FONSI) will be processed to complete the NEPA review. LSA will be required to adhere to the Caltrans Quality Control/Quality Assurance (QA/QC) program to illustrate compliance with Caltrans templates and formatting requirements. The following will be provided:

- Notice of Preparation (NOP)
- Administrative Draft EIR/EA
- Preliminary Draft EIR/EA
- Public Review Draft EIR/EA
- Response to Comments on Preliminary Draft EIR/FONSI
- Final EIR/FONSI
- Mitigation Monitoring Plan/Environmental Commitments Record

2.4. Regulatory Permitting

(WBS: 170)

The proposed project may affect wetlands or other jurisdictional waters in Orestimba Creek that may be under the jurisdiction of the U.S. Army Corps of Engineers (USACE), North Coast Regional Water Quality Control Board (RWQCB), and/or California Department of Fish and Game (CDFG). Impacts to jurisdictional waters may require permits from the regulatory agencies, as described below:

- Nationwide Permit Verification (Clean Water Act, Section 404).
- Water Quality Certification (Clean Water Act, Section 401).
- Streambed Alteration Agreement (Fish and Game Code, Section 1602).

Task 2. Deliverables

- PES/IS Checklist (5 copies, PDF file on CD)
- Floodplain Report Summary/Water Quality Report (3 copies, PDF file on CD)
- Natural Environment Study (NES) (3 copies, PDF file on CD)
- Wetland Delineation Report (3 copies, PDF file on CD)
- Nationwide Permit (Clean Water Act Section 404) (3 copies, PDF file on CD)
- Water Quality Certification (Clean Water Act Section 401) (3 copies, PDF file on CD)
- Streambed Alteration Agreement (Fish and Game Code, Section 1602) (3 copies, PDF file on CD)
- Area of Potential Effects (APE) Map (3 copies, PDF file on CD)
- Archaeological Survey Report (ASR) (3 copies, PDF file on CD)
- Historic Property Survey Report (HPSR) (3 copies, PDF file on CD)
- Finding of Effect (FOE) (3 copies, PDF file on CD)
- Historical Resources Evaluation Report (HRER) (3 copies, PDF file on CD)
- Memorandum of Agreement (MOA) (3 copies, PDF file on CD)

- Historic Property Treatment Plan (HPTP) (3copies, PDF file on CD)
- Paleontological Identification Report/Paleontological Evaluation Report (PIR/PER) (3 copies, PDF file on CD)
- Notice of Preparation (NOP) (3 copies, PDF file on CD)
- Administrative Draft EIR/EA (3 copies, PDF file on CD)
- Preliminary Draft EIR/EA (3 copies, PDF file on CD)
- Public Review Draft EIR/EA (3 copies, PDF file on CD)
- Response to Comments on Preliminary Draft EIR/FONSI (3 copies, PDF file on CD)
- Final EIR/FONSI (3 copies, PDF file on CD)
- Mitigation Monitoring Plan/Environmental Commitments Record (3 copies, PDF file on CD)

Task 3. Public Outreach

(WBS: 175)

Judith Bueth Communications (JBC) will lead efforts related to project consensus building and community outreach.

3.1. Project Initiation and Planning

(WBS: 175.10)

JBC will provide the following initiation and planning services:

- Prepare Community Outreach Plan with key messages and effective outreach strategies to engage the public and targeted stakeholders.
- Prepare a Final Report of Public Outreach Activities and Outcomes.

3.2. Coordination and Meetings

(WBS: 175.10)

JBC will participate in meetings that include agency briefings/presentations and PDT meetings.

3.3. Stakeholder Meetings

(WBS: 175.10)

JBC will coordinate with key stakeholders and will schedule, prepare agenda, make arrangements, and facilitate meetings with property owners/businesses/key stakeholders to discuss issues of pertinent interest.

3.4. Public Meetings

(WBS: 175.10)

JBC will provide the following services:

- Plan and organize neighborhood meetings.
- Prepare, print, and distribute notification materials.
- Prepare and print/produce meeting materials.
- Organize, conduct, and facilitate public scoping meeting.
- Document meeting proceedings, including comments from participants.
- Prepare and disseminate a newsletter to inform interested persons of the project's outcome.

Task 3. Deliverables:

- Community Outreach Plan (3copies, PDF file on CD)
- Final Report of Community Outreach (3copies, PDF file on CD)
- Notification materials (number of materials to be determined during course of project)
- Workshop and meeting materials (number of materials to be determined during course of project)
- Meeting Summary Report (3copies, PDF file on CD)

Task 4. Survey, Mapping, and Utility Coordination

(WBS: 185)

Mid Valley Engineering, Inc. (MVE) will provide all field survey work and mapping for the project. Tasks conducted by MVE include:

4.1. Field Investigations/Research

(WBS: 185.10)

MVE will conduct a field review prior to performing the field surveys to identify physical features and any design constraints that will have to be located by the subsequent field surveys.

4.2. Establish Survey Control

(WBS: 185.10)

The MVE Land Surveyor (LS) will review available survey and property information to identify available survey control and monuments in the project area. All surveying and mapping will be prepared 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 codes in the State of California. The project coordinates shall be based on Zone III California Coordinate System of North American Datum of 1983. MVE will work closely with County staff to determine the primary vertical datum to be used.

4.3. Topographic Surveys and Base Mapping

(WBS: 185.10)

Within the project limits, a detailed topographic survey will be performed, including a Bathymetric Survey, to capture the surface features and improvements within the project limits that are relevant to the design of the project, as determined by the design team. The survey data will be processed and rendered into a Digital Terrain Model (DTM) and CAD base map. A total of 6 cross sections of the creek channel will be surveyed and provided for the hydraulic modeling that is part of the hydrologic and hydraulics studies task in this scope of work.

4.4. Records Research, Survey, and Boundary Resolution

(WBS: 185.10)

The MVE LS will research and review record maps, deeds, easements, and other available record information for all properties affected by the project. The LS will search for and tie existing monumentation of property corners and/or right-of-way control as needed to define the existing right-of-way and property boundaries.

4.5. Appraisal Map, Plat Maps, and Legal Descriptions

(WBS: 185.10)

The MVE LS will prepare a Preliminary Right-of-Way Appraisal Map and will meet with the right-of-way subconsultant, Overland, Pacific & Cutler, Inc., to discuss survey information that may affect right-of-way acquisition and requirements of right-of-way deliverables. Legal descriptions and plat maps will be prepared for temporary construction easements and acquisitions.

4.6. Record of Survey and Monumentation

(WBS: 185.10)

This task includes preparation and processing for a Record of Survey for the setting of monuments (up to 15 monuments) in accordance with the Professional Land Surveyor's Act and Stanislaus County Ordinance for new property and right-of-way boundaries as determined by the project.

4.7. Utility Coordination

(WBS: 185.10)

MVE will provide the utility coordination. MVE will develop a contact list that includes all utility companies providing service in the area. MVE will prepare and send to each applicable utility company the following: Utility "A" Plans, Utility Information Forms, and an approved letter requesting verification of the location, size, and depth of each utility that might be affected by the proposed work.

Task 4. Deliverables:

- Survey Control Data Sheet (3 copies, PDF file on CD)
- Topographic Mapping, Base Map (3 copies, AutoCAD Civil 3D files on CD)
- Boundary Base Map (3 copies, AutoCAD Civil 3D files on CD)
- Preliminary Right-of-Way Map, Appraisal Index Map, Plat Maps and Legal Descriptions (3 copies, AutoCAD Civil 3D files on CD)
- Record of Survey, Monumentation (3 copies, PDF file on CD)
- Utility "A" Letter and Plans (3 copies, PDF file on CD)

Task 5. Preliminary Roadway Design

(WBS: 185, 185.15)

David Evans and Associates, Inc. (DEA) will provide preliminary roadway geometric study services, and Y&C Transportation Consultants (Y&C) will provide the preliminary traffic handling and traffic detour/no detour study services. DEA and Y&C will investigate different alignments and detour/no detour scenarios.

Roadway design will be in conformance with County design standards and the Caltrans Highway Design Manual, which for local streets and roads reverts to the AASHTO A Policy on Geometric Design of Highways and Streets. Traffic handling will follow the guidelines presented in the Caltrans Manual of Uniform Traffic Control Devices.

Services provided will include:

- Investigation of different alignments that improve upon the existing reverse curve alignment and improve safety to the traveling public.
- Investigate improvement to the driveways and farm access roads.
- Detour Scenario: Traffic handling study of a detour route.
- No Detour Scenario: Traffic handling study of constructing new road approaches and bridge while maintaining one-way or two-way traffic on existing road and bridge. There is a possibility the new bridge can be built entirely alongside the existing bridge; if not, stage construction of the bridge may be possible.
- A Draft Geometric and Traffic Handling Study Report will be prepared.
- Comments will be addressed and a Final Geometric and Traffic Handling Study Report submitted.
- The Final Geometric and Traffic Handling Study Report will present conclusions and recommendation as to the final recommended alignment and whether or not a detour should be utilized.

Task 5. Deliverables:

- Draft Geometric and Traffic Handling Study Report (5 copies, PDF file on CD)
- Final Geometric and Traffic Handling Study Report (5 copies, PDF file on CD)

Task 6. Structure Type Selection Report

(WBS: 185, 185.30)

David Evans and Associates, Inc. (DEA) will provide structure type selection services for the Kilburn Road Bridge. Different bridge alternatives will be investigated. This which includes a detailed General Plan and preliminary cost estimate for each of the bridge alternatives. A Structure Type Selection Report will be prepared. The alternatives to be considered in the report will include:

- Restoration Alternative—Rehabilitation of the existing historic truss bridge.
- Replacement Alternative #1—Replacement of the existing bridge with a multiple-span reinforced concrete flat slab bridge, single-span cast-in-place prestressed concrete box girder bridge, or precast concrete I-girder bridge. This alternative has no architectural enhancements.
- Replacement Alternative #2—Replacement of the existing bridge with an architecturally enhanced bridge that replicates either a part of or the total existing historic truss bridge.
- The bridge architectural services will be provided by Donald MacDonald Architects (DMD). DMD will provide sketches showing architectural enhancements to the bridge.

The Structure Type Selection Report will be prepared in accordance with Caltrans Memo to Designers "1-29 Type Selection Review Meeting"; Caltrans Bridge Design Aids "10-21 Selection of Type"; and Caltrans OSFP Information and Procedures Guide "4-2 Structure Type Selection".

The DEA Team in conjunction with the County will decide upon which of the three alternatives is to be the preferred and recommended alternative presented in the Structure Type Selection Report. It is anticipated that the restoration alternative will not be structurally or economically feasible and that one of the two replacement alternatives will be the preferred and recommended alternative. The Structure Type Selection Report will be submitted to the County for approval. The DEA Team will attend a Type Selection Meeting to discuss the report and respond to questions that the County might have. Comments from the Type Selection Meeting will be evaluated and revisions will be made as necessary to the Structure Type Selection Report, which will then be resubmitted to the County for final approval.

Task 6. Deliverables:

- Architectural Sketches and Renderings (5 copies, PDF file on CD)
- Structure Type Selection Report (5 copies, PDF file on CD)

Task 7. Hydrologic and Hydraulic Studies

(WBS: 230)

WRECO will provide all of the hydrologic and hydraulic study efforts related to Orestimba Creek for the project. Tasks provided by WRECO include:

7.1. Data Review

(WBS: 230.05.70.0)

WRECO will review available data provided by the County and the DEA Team. Key information to review will be the available hydrologic and hydraulic data for Orestimba Creek from the USACE, Department of Water Resources (DWR), and Orestimba Creek Flood Control District.

7.2. Field Reconnaissance

(WBS: 230.05.70.0)

WRECO will conduct a field reconnaissance to assess the existing conditions in the vicinity of the project site.

7.3. Hydrologic Assessment

(WBS: 230.05.70.0)

WRECO will research the Federal Emergency Management Agency (FEMA) Flood Insurance Study (FIS) for the design peak discharges. WRECO will perform an independent hydrologic analysis using the U.S. Geological Survey (USGS) gaging station data. WRECO will coordinate with the USACE, DWR, and the Orestimba Creek Flood Control District to confirm the design flows.

The FEMA FIS only shows Q100 of 15,590 cfs at Interstate 5 with a watershed area of 134 square miles. The table below summarizes the design flows from nearby USGS Stream Gage Statistics:

	USGS 11274500 Orestimba Creek near Newman, CA	USGS 11274538 Orestimba Creek at River Rd near Crows Landing, CA
Q200	20,900	N/A
Q100	16,700	N/A
Q50	12,800	N/A

7.4. Hydraulic Analyses

(WBS: 230.05.70.0)

WRECO will perform hydraulic analyses to determine the design flow characteristics for the existing condition and the proposed bridge. WRECO will obtain the most recent version of the available Orestimba Creek hydraulic model from FEMA and determine whether the model is up to date enough for the purpose of the bridge hydraulic study. WRECO will then coordinate with the DEA Team to obtain the surveyed creek cross-sections and integrate the updated cross-sections and the new bridge design into the hydraulic model from FEMA. In addition, WRECO will also coordinate with the Orestimba Creek Flood Control District, DWR, and USACE to obtain the key information regarding the Orestimba Creek from the Feasibility Study. WRECO will provide the project team with information to make sure that the bridge design will consider the future flood control project. By taking this approach, our study can provide a thorough assessment of the potential floodplain impacts from the proposed project.

Technical Issues Research – Hydraulics: FEMA has performed detailed studies of Orestimba Creek. Orestimba Creek is not regulated by the Central Valley Flood Protection Board (CVFPB). It is within the Sacramento-San Joaquin Drainage District. The project site is located approximately 3 miles upstream of the confluence with San Joaquin River, which is regulated by the CVFPB. In addition, the levees for San Joaquin River are maintained by the Reclamation, Levee, and Drainage Districts and Municipalities. Because the project may have an effect on the flood control functions of these levees, the project team should consult with the CVFPB and Sacramento-San Joaquin Drainage District to determine whether a permit is required for the project. The tentative selected plan per the Orestimba Creek Flood Control Feasibility Study did not recommend any improvements to Orestimba Creek in the vicinity of the Kilburn Road Bridge.

7.5. Bridge Location Hydraulic Study

(WBS: 230.05.70.0)

WRECO will perform a Location Hydraulic Study and conduct a floodplain risk assessment for the proposed project. WRECO will prepare a Bridge Location Hydraulic Study Memo, which will include the standard Summary of Floodplain Encroachment Form and technical discussions.

7.6. Scour Analysis

(WBS: 230.05.70.0)

WRECO will perform a bridge scour analysis to determine the scour potential for the proposed project per the methodology specified in FHWA's HEC-18 and HEC-23 Manuals. WRECO will make recommendations on the need for scour countermeasures.

7.7. Bridge Design Hydraulic Study Report

(WBS: 230.05.70.0)

WRECO will prepare a Bridge Design Hydraulic Study Report to summarize the results from the hydraulic and bridge scour analyses and recommendation for bridge scour countermeasures. The report will include all the detailed hydraulic model output.

Task 7. Deliverables:

- Draft Bridge Location Hydraulic Study Memo (*5 copies, PDF file on CD*)
- Final Bridge Location Hydraulic Study Memo (*5 copies, PDF file on CD*)
- Draft Bridge Design Hydraulic Study Report (*5 copies, PDF file on CD*)
- Final Bridge Design Hydraulic Study Report (*5 copies, PDF file on CD*)

Task 8. Geotechnical Engineering

(WBS: 230)

Kleinfelder will provide the following geotechnical engineering services.

8.1. Preliminary Foundation Report

(WBS: 230.05.70.1)

Kleinfelder will prepare foundation reports for the bridge. Inquiries will be made regarding LOTB's for Crows Landing Road at Main Canal and SR33 and at Orestimba Creek. To make sure there is adequate information to

assess suitable foundation types and potential seismic issues (liquefaction and lateral spread) for type selection and preliminary design, Kleinfelder proposes to perform the necessary test borings during the Preliminary Foundation Report (PFR) stage.

8.2. Pre-field Activities

(WBS: 230.05.70.1)

Kleinfelder will perform the following tasks prior to starting any of the field exploration work:

- Perform site reconnaissance to review project limits, evaluate potential geotechnical issues, and mark the exploratory boring locations for utility clearance.
- Prepare and submit applications for permits, as necessary, including the Stanislaus County encroachment permit.
- Retain the services of a California licensed drilling subcontractor.

8.3. Field Exploration Program

(WBS: 230.05.70.1)

Kleinfelder will conduct the following work in the field:

- Perform exploratory borings, typically one at each abutment and bent (if any). Exploration depths typically extend to about 50 to 70 feet, depending on foundation material type and consistency.
- Maintain a log of the soils encountered and obtain samples for visual examination, classification, and laboratory testing.

8.4. Laboratory Testing Program

(WBS: 230.05.70.1)

Laboratory testing will be performed to evaluate certain characteristics of the foundation and subgrade soils. Typical tests will conform to ASTM and California Test method standards.

8.5. Engineering Analysis and Report Preparation

(WBS: 230.05.70.1)

After the field and laboratory phases are complete and based on engineering evaluation and analysis of field and laboratory data, a PFR will be prepared. Once bridge and foundation geometry and loads have been finalized and all review comments have been received, the PFR will be revised to produce a final Foundation Report (FR). Both reports will follow basic Caltrans Load and Resistance Factor Design (LRFD) guidelines and the revised Caltrans Foundation Report Preparation for Bridge Foundations (2009). The PFR will provide comments to assist in type selection and preliminary design. The FR will present final comments and recommendations to aid in design of the bridge and its foundations.

Task 8. Deliverables:

- Preliminary Foundation Report (*5 copies, PDF file on CD*)
- Final Foundation Report (*5 copies, PDF file on CD*)
- Log of Test Borings Drawings (*5 copies, AutoCAD Civil 3D files on CD*)

Task 9. Final Design, Plans, Specifications, and Estimate (PS&E)

(WBS: 250)

Final design, plans, specifications, and estimate (PS&E) services will be provided by DEA, MVE, and Y&C. DEA will take the lead role for the bridge and roadway design, independent check, plans, specifications, and estimates; MVE will be responsible for the utility plans, specifications, and estimates; and Y&C will provide traffic control and detour plans, specifications, and estimates (PS&E).

9.1. Final Roadway Design and PS&E

(WBS: 250)

Final roadway design (PS&E) will be developed by the DEA Team. Drawings, specifications, quantity take-offs, and estimates will be prepared for the construction of excavation and fill, grading, utilities, subgrade preparation,

and structural pavement design. The design and PS&E will also include any driveway and farm access road modifications that might be needed. County and Caltrans standards will be used where appropriate.

9.2. Final Bridge and PS&E

(WBS: 250)

DEA will perform final design and PS&E for the bridge. Bridge design will follow AASHTO Load and Resistance Factor Design (LRFD) Bridge Design Specifications with Caltrans Blue Sheet Addendums and Caltrans Bridge Memos to Designers, Bridge Design Practices Manual, and Bridge Design Aids Manual. Seismic design will conform to the latest version of the Caltrans Seismic Design Criteria (SDC). If architectural treatment is determined to be needed for the bridge, Donald MacDonald Architects (DMD) and the County will work together to develop the architectural details for the project. A California Registered Civil Engineer will seal bridge design calculations. Detailing of bridge plans will be in accordance with the Caltrans Bridge Design Details Manual.

9.3. Bridge Independent Check

(WBS: 250)

DEA will provide the complete independent check of the bridge design.

9.4. Anticipated Plan Sheet Index:

(WBS: 250)

Road Plans	Sheets	Bridge Plans	Sheets
Title Sheet	1	General Plan Sheet	1
Typical Cross Sections	1	Deck Contours Sheet	1
Layout Sheet	1	Foundation Plan Sheet	1
Profile Sheets	1	Rip Rap Protection Details Sheet	1
Construction Details Sheets (Includes Channel Work)	3	Abutment Layout and Details Sheets	1
Contour Grading Sheets	1	Pier Layout and Details Sheets	1
Water Pollution Control and Erosion Control Sheets	2	Typical Section Sheet	1
Utility Sheets	1	Girder Reinforcing and Details Sheets	1
Signing and Striping Details and Quantities Sheets	1	Utility Details Sheets	1
Construction Area Signing and Striping Sheets	1	Architectural Sheets	2
Detour or Stage Construction/Traffic Handling Sheets	1	Barrier Sheets (Caltrans Standard)	2
Quantity Sheets	2	Structure Approach Sheets	2
		Log of Test Borings Sheets	2
Total Road Sheets	16	Total Bridge Sheets	17
Total Sheets 33			

Task 9. Deliverables:

- First Submittal 30% Plans (*5 copies half size plans, 1 copy full size plans, AutoCAD Civil 3D files on CD*)
- Second Submittal 60% Plans, Specifications, and Estimates (*5 copies half size plans, specifications, and estimate; 1 copy full size plans; and AutoCAD Civil 3D plan, MS Word specification, & MS Excel estimate files on CD*)
- Third Submittal 100% Plans, Specifications, and Estimates (*5 copies half size plans, specifications, and estimate; 1 copy full size plans; and AutoCAD Civil 3D plan, MS Word specification, & MS Excel estimate files on CD*)

Task 10. Right-of-Way Services

(WBS: 245)

Overland, Pacific & Cutler, Inc. (OPC) along with Cogdill & Giomi, Inc. (C&G) will provide the right-of-way services for the project. This includes the appraisals, review appraisals, acquisitions, and relocations. It is not anticipated that relocations will be required for this project; but if for some unforeseen reason they are, OPC and C&G are ready to provide these services. Following are detailed descriptions of the services that will be provided:

10.1. Acquisition Services and Procedures

(WBS: 220, 225, 245)

OPC will provide the following services:

1. Prepare all offer letters, summary statements, and lists of compensable items of fixtures and equipment, in accordance with state or federal regulations and approval of legal counsel.
2. Personally negotiate with the property owners and business tenants (or their appointed representatives) for the purchase of the required property rights. The written offer to purchase will be presented to the appropriate owners or their representatives in person, when possible.
3. Prepare all acquisition agreements, deeds, and other documents necessary to complete the acquisition.
4. Provide written summary of the status of the acquisition of each parcel on a monthly basis. It is our normal procedure to discuss the acquisition with the staff on a more frequent basis, so our clients will be kept well informed as the acquisition process proceeds.
5. Promptly submit all executed documents on successfully negotiated parcels to the County for acceptance.
6. Right-of-way certification will take one week after completion of acquisitions.

10.2. Relocation Assistance Program Implementation Services

(WBS: 220, 225, 245)

It is not anticipated that any relocation services will be needed for this project; but if for some unforeseen reason the need arises, OPC has extensive experience with and can provide relocation services.

10.3. Appraisal Services

(WBS: 220, 225, 245)

OPC will provide the following services:

1. OPC will mail a notification letter and acquisition policies brochure to the property owner.
2. Appraiser will review title information pertaining to respective ownerships and will review drawings and other pertinent information relative to the parcel.
3. Appraiser will inspect each property personally with the owner (if possible) and document the inspection with photographs for use in the report.
4. Appraiser will perform market research to support the selected appraisal methodologies and will document and confirm comparable sales information.
5. Appraiser will prepare a narrative appraisal report that conforms to the Uniform Standards of Professional Appraisal Practice (USPAP). The appraisal study and report are intended to serve as an acquisition appraisal and will be prepared in a summary format consistent with the specifications for narrative appraisal reports.
6. OPC will receive and analyze the completed appraisal reports and will reconcile the real estate and fixtures and equipment conclusions as necessary.

10.4 Review Appraisal Services

(WBS: 220, 225, 245)

OPC will provide the following services:

1. Read all project appraisals.
2. Field review all subjects and comparable sales.
3. Confirm analysis of highest and best use, damages and cost to cure items.
4. Verify that appraisal meets technical requirements.
5. Possibly make minor corrective changes to the appraisal, which do not materially affect the value conclusions.
6. If appraisal is acceptable, prepare signed statement certifying value of appraisal reviewed, including an explanation of the basis for recommendation.
7. If major deficiencies are found, present findings to appraiser for corrections.
8. Prepare signed statement for corrected appraisal.

Task 10. Deliverables:

- Appraisal documents for easements and acquisitions (*5copies, PDF files on CD*)
- Review of appraisal documents for easements and acquisitions (*5copies, PDF files on CD*)
- Acquisition documents (*5copies, PDF files on CD*)
- Relocations documents (*5copies, PDF files on CD*)

Task 11. Bidding Assistance

(WBS: 260, 265)

The final contract plans, specifications, and estimate (PS&E) will be produced for the County to solicit contractors for the construction of the project. The DEA Team will prepare advertising language and assist the County in scheduling the project for advertising. The DEA Team is available to conduct a pre-bid meeting (1 meeting), respond to bidder inquiries (assume 10 responses), evaluate bids, and provide recommendation of award.

Future Task 12. Construction Phase Services

(WBS: 270)

The DEA Team will provide future construction phase services as requested by the County. These services are not included in the scope of work but will be provided upon execution of an amendment to the consultant agreement. These services will include the following:

- Attend preconstruction meeting (1 Meeting)
- Responses to Requests for Information (RFIs) (Assume 20 RFI's Maximum) (*5copies, PDF files by email*)
- Assistance with preparation of Contract Change Orders (CCOs) (Assume 4 CCO's Maximum) (*5copies, PDF files by email*)
- Review of submittals including bridge removal plan, temporary shoring, pilings, falsework, steel reinforcement, concrete mix design, concrete deck pour, etc. (Assume 8 Different Submittals Maximum) (*5copies, PDF files by email*)
- On-site project inspection (2 Trips)
- As-built drawings (*5 copies half size drawings, 1 copy full size drawings, PDF files on CD*)

Optional Tasks (Not Included in Scope of Work)

Several optional tasks have been identified for the Kilburn Road Bridge Project. These tasks are not included in the scope of work, but can be included upon the County's request and an executed amendment to the consultant agreement. Following are some of the optional tasks that have been identified:

- Geotechnical services related to hazardous and/or toxic materials
- Construction staking services
- Construction inspection services
- Project funding application services

EXHIBIT C

CONSULTANTS FEE SCHEDULE

EXHIBIT D

PROJECT SCHEDULE

David Evans and Associates, Inc.																		Total Hours	Labor Budget	Misc Expenses	Task Budget	% by Hr	% by \$		
WBS	TASK	Class	Prin	Proj Mgr	Sen Br Eng	Sen Br Eng	Br Eng II	Br Eng II	Br CAD Tech I	Sen Rd Eng	Rd Eng II	Rd CAD Tech II	Accnt I	Admin I											
		Rate	\$166.47	\$257.13	\$203.33	\$163.49	\$96.61	\$83.23	\$66.88	\$193.22	\$111.47	\$104.78	\$93.64	\$74.32	\$0.00	\$0.00	\$0.00	\$0.00							
100	Task 1. — Project Management and Quality Assurance	(Task 1 -- Davis Evans and Associates, Inc.)																							
	1.1 Project Administration and Communication			40										40						80	\$13,258	\$500	\$13,758		
	1.2 Meetings																			0	\$0	\$1,500	\$1,500		
	Kick-Off Meeting (1 Meeting)			4																4	\$1,029	\$0	\$1,029		
	Field Review Meetings (1 Meeting)			4																4	\$1,029	\$0	\$1,029		
100.10	Project Development Team Meetings (24 Meetings)			100	16					16										132	\$32,058	\$0	\$32,058		
100.15	Design Team Meetings (24 Meetings)			100	16					16										132	\$32,058	\$0	\$32,058		
100.20	Interagency Meetings (4 Meetings)			16																16	\$4,114	\$0	\$4,114		
	Public Meetings & Presentations (2 Meetings)			8																8	\$2,057	\$0	\$2,057		
	1.3 Scope Management			12																12	\$3,086	\$0	\$3,086		
	1.4 Budget Management			12										60						72	\$8,704	\$0	\$8,704		
	1.5 Schedule Management			12																12	\$3,086	\$0	\$3,086		
	1.6 Quality Assurance			20																20	\$3,329	\$0	\$3,329		
	Task 1 Total		20	308	32	0	0	0	0	32	0	0	0	60	40	0	0	0	0	492	\$103,806	\$2,000	\$105,806	10.1%	18.4%
165	Task 2. — Environmental and Permit Processing	(Task 2 -- LSA Associates, Inc.)																							
165.10	2.1 Prepare Preliminary Environmental Study (PES)/Initial Study (IS) Checklist	(This is a subconsultant task. See subconsultant cost sheets on Pages 3 & 4 for breakdown of hours and cost.)																							
165.15	2.2 Technical Studies	(This is a subconsultant task. See subconsultant cost sheets on Pages 3 & 4 for breakdown of hours and cost.)																							
165.20	2.3 Environmental Review	(This is a subconsultant task. See subconsultant cost sheets on Pages 3 & 4 for breakdown of hours and cost.)																							
165.25	2.4 Regulatory Permitting	(This is a subconsultant task. See subconsultant cost sheets on Pages 3 & 4 for breakdown of hours and cost.)																							
175	Task 3. — Public Outreach	(Task 3 -- Judith Beuthe Communications)																							
175.10	3.1 Project Initiation and Planning	(This is a subconsultant task. See subconsultant cost sheets on Pages 3 & 4 for breakdown of hours and cost.)																							
	3.2 Coordination Meetings	(This is a subconsultant task. See subconsultant cost sheets on Pages 3 & 4 for breakdown of hours and cost.)																							
	3.3 Stakeholders Meetings	(This is a subconsultant task. See subconsultant cost sheets on Pages 3 & 4 for breakdown of hours and cost.)																							
	3.4 Public Meetings	(This is a subconsultant task. See subconsultant cost sheets on Pages 3 & 4 for breakdown of hours and cost.)																							
185	Task 4. — Survey, Mapping, and Utility Coordination	(Task 4 -- Mid Valley Engineering, Inc.)																							
	4.1 Field Investigations/Research	(This is a subconsultant task. See subconsultant cost sheets on Pages 3 & 4 for breakdown of hours and cost.)																							
	4.2 Establish Survey Control	(This is a subconsultant task. See subconsultant cost sheets on Pages 3 & 4 for breakdown of hours and cost.)																							
	4.3 Topographic Surveys and Base Mapping	(This is a subconsultant task. See subconsultant cost sheets on Pages 3 & 4 for breakdown of hours and cost.)																							
185.10	4.4 Records Research, Survey and Boundary Resolution	(This is a subconsultant task. See subconsultant cost sheets on Pages 3 & 4 for breakdown of hours and cost.)																							
	4.5 Appraisal Map, Plat Maps and Legal Descriptions	(This is a subconsultant task. See subconsultant cost sheets on Pages 3 & 4 for breakdown of hours and cost.)																							
	4.6 Records of Survey and Monumentation	(This is a subconsultant task. See subconsultant cost sheets on Pages 3 & 4 for breakdown of hours and cost.)																							
	4.7 Utility Coordination	(This is a subconsultant task. See subconsultant cost sheets on Pages 3 & 4 for breakdown of hours and cost.)																							
185	Task 5. — Preliminary Roadway Design	(Task 5 -- Davis Evans and Associates, Inc.)																							
	Data Collection									2	4									6	\$832	\$0	\$832		
	Investigate Different Alignments									4	40	24								68	\$7,747	\$0	\$7,747		
	Investigate Driveway and Access Road Improvements									2	8	16								26	\$2,955	\$0	\$2,955		
185.15	Study Detour/No Detour Scenarios									4	8									12	\$1,665	\$0	\$1,665		
	Draft Geometric and Traffic Handling Study Report									4	16			4						24	\$2,854	\$200	\$3,054		
	Address Comments									2	4									6	\$832	\$0	\$832		
	Final Geometric and Traffic Handling Study Report									4	48			4						56	\$6,421	\$200	\$6,621		
	Task 5 Total		0	0	0	0	0	0	0	22	128	40	0	8	0	0	0	0	0	198	\$23,305	\$400	\$23,705	4.1%	4.1%
185.15	Study Detour/No Detour Scenarios	(Task 5 -- Y&C Transportation Consultants)																							
	Draft Geometric and Traffic Handling Study Report	(This is a subconsultant task. See subconsultant cost sheets on Pages 3 & 4 for breakdown of hours and cost.)																							
	Final Geometric and Traffic Handling Study Report	(This is a subconsultant task. See subconsultant cost sheets on Pages 3 & 4 for breakdown of hours and cost.)																							
185	Task 6. — Structure Type Selection Report	(Task 6 -- Davis Evans and Associates, Inc.)																							
	Restoration Alternative			4		8			4											16	\$1,854	\$0	\$1,854		
	Replacement Alternative (Conventional)			4		16			40											60	\$5,034	\$0	\$5,034		
	Replacement Alternative (Replica)			4		16			16											36	\$3,429	\$0	\$3,429		
185.30	Draft Type Selection Report			8	12	24								4						48	\$7,113	\$200	\$7,313		
	Address Comments				4	8														12	\$1,586	\$0	\$1,586		
	Final Type Selection Report				8	16								4						36	\$5,527	\$200	\$5,727		
	Task 6 Total		0	16	36	0	88	0	60	0	0	0	0	8	0	0	0	0	0	208	\$24,543	\$400	\$24,943	4.3%	4.3%

LSA Associates, Inc.		Class	Prin	Mgr	Env Plnrr	Asst Env Plnrr	Biologist	Biologist	GIS / Bilogist	Air / Noise	Air / Noise	Air / Noise	Cultural	Cultural	Cultural	Cultural / Paleon	Graphics	Word Process	Total Hours	Labor Budget	Misc Expenses	Task Budget	
TASK		Rate	\$ 181.41	\$ 77.90	\$ 67.45	\$ 66.50	\$ 133.00	\$ 70.30	\$ 71.25	\$ 169.10	\$ 108.30	\$ 82.65	\$ 82.65	\$ 60.80	\$ 55.10	\$ 155.80	\$ 76.00	\$ 76.00					
TASK		Name	Mayer	Jackson	Morgan	Howland	Bray	Summers	Trueblood	Chung	Fischer	Ault	Pulcheon	Beck	Hibma	Conkling							
(Task 2 -- LSA Associates, Inc.)																							
165	Task 2. -- Environmental and Permit Processing																						
165.10	2.1 Prepare Preliminary Environmental Study (PES)/Initial Study (IS) Checkli		7	22	6	20														55	\$4,718	\$0	\$4,718
165.15																							
165.20	2.2 Technical Studies		4	75	90		16	72	52	4	18	18	140	430	317	42	108	136	1522	\$107,916	\$3,750	\$111,666	
165.30																							
165.25	2.3 Environmental Review		38	147		340														525	\$40,955	\$2,750	\$43,705
170	2.4 Regulatory Permitting						17		79											96	\$7,890	\$275	\$8,165
	Task 2 Total		49	244	96	360	33	72	131	4	18	18	140	430	317	42	108	136	2198	\$161,479	\$6,775	\$168,254	
45.1% 29.3%																							
Judith Beuthe Communications																							
Class	Prin	Sr Assoc	Creative	Assoc	Admin	Clerical														Total Hours	Labor Budget	Misc Expenses	Task Budget
Rate	\$ 120.16	\$ 81.10	\$ 61.26	\$ 66.47	\$ 45.96	\$ 26.27	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
(Task 3 -- Judith Beuthe Communications)																							
175	Task 3. -- Public Outreach																						
175.10	3.1 Project Initiation and Planning		5	1	6	12														24	\$1,847	\$25	\$1,872
	3.2 Coordination Meetings		3		2	12														17	\$1,281	\$512	\$1,793
	3.3 Stakeholders Meetings		4			8	1													13	\$1,058	\$192	\$1,250
	3.4 Public Meetings		10	1	5	27	11	2												56	\$3,942	\$3,980	\$7,922
	Task 3 Total		22	2	13	59	12	2	0	0	0	0	0	0	0	0	0	0	0	110	\$8,128	\$4,709	\$12,837
2.3% 2.2%																							
Mid Valley Engineering, Inc.																							
Class	Assoc	Sr Prof	Prof	2 Man Survey Crew	Admin															Total Hours	Labor Budget	Misc Expenses	Task Budget
Rate	\$ 152.00	\$ 142.50	\$ 128.25	\$ 199.50	\$ 52.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
(Task 4 -- Mid Valley Engineering, Inc.)																							
185	Task 4. -- Survey, Mapping, and Utility Coordination																						
185.10	4.1 Field Investigations/Research		3	18		5														26	\$3,282	\$0	\$3,282
	4.2 Establish Survey Control			8	4															12	\$1,938	\$0	\$1,938
	4.3 Topographic Surveys and Base Mapping			8	16	24	4													52	\$8,189	\$0	\$8,189
	4.4 Records Research, Survey and Boundary Resolution			14		8														22	\$3,591	\$0	\$3,591
	4.5 Appraisal Map, Plat Maps and Legal Descriptions			30		2														32	\$4,380	\$0	\$4,380
	4.6 Records of Survey and Monumentation			16	20	8	2													46	\$6,546	\$0	\$6,546
	4.7 Utility Coordination			12	6	4														22	\$2,689	\$0	\$2,689
	Task 4 Total		3	106	42	44	17	0	0	0	0	0	0	0	0	0	0	0	0	212	\$30,614	\$0	\$30,614
4.3% 5.3%																							
Y&C Transportation Consultants																							
Class	Eng XII	Eng X	Eng II	Eng I																Total Hours	Labor Budget	Misc Expenses	Task Budget
Rate	\$ 190.66	\$ 163.24	\$ 64.27	\$ 57.84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
(Task 5 -- Y&C Transportation Consultants)																							
185	Task 5. -- Preliminary Roadway Design																						
185.15	Study Detour/No Detour Scenarios		1	6																7	\$1,170	\$0	\$1,170
	Draft Geometric and Traffic Handling Study Report		1	6																7	\$1,170	\$50	\$1,220
	Final Geometric and Traffic Handling Study Report		1	4	16	11														32	\$2,508	\$50	\$2,558
250	Task 9. -- Final Design, Plans, Specifications, and Estimate (PS&E)																						
230	Traffic Handling and/or Detour PS&E		3	10	16	11														40	\$3,869	\$59	\$3,928
250																							
	Task 5 & 9 Total		6	26	32	22	0	0	0	0	0	0	0	0	0	0	0	0	0	86	\$8,717	\$159	\$8,876
1.8% 1.5%																							
Donald MacDonald Architects																							
Class	Prin	Proj Designer	CAD Tech I	Research /Admin																Total Hours	Labor Budget	Misc Expenses	Task Budget
Rate	\$ 209.80	\$ 106.20	\$ 79.64	\$ 82.82	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
(Task 6 -- Donald MacDonald Architects)																							
185	Task 6. -- Bridge Type Selection Report																						
185.30	Architectural Bridge Drawings		20	40	52	8														120	\$13,248	\$1,055	\$14,303
	Task 6 Total		20	40	52	8	0	0	0	0	0	0	0	0	0	0	0	0	0	120	\$13,248	\$1,055	\$14,303
2.5% 2.5%																							

WRECO		Class	Prin	Suprv Eng	Sr Eng	Assoc Eng	Staff Eng	Sr Tech	Admin / Clerical											Total Hours	Labor Budget	Misc Expenses	Task Budget		
TASK		Name	Rate																						
230	Task 7. — Hydrologic and Hydraulic Studies	HB Liang	\$ 178.52	\$ 147.58	\$ 128.25	\$ 90.26	\$ 76.00	\$ 80.74	\$ 57.03	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8	\$946	\$0	\$946		
(Task 7 by WRECO)																									
230.05.70.0	7.1 Data Review				2	2	2													24	\$2,356	\$200	\$2,556		
	7.2 Field Reconnaissance					8	8	8												22	\$2,200	\$0	\$2,200		
	7.3 Hydrologic Assessment				2	4	8	8												28	\$2,789	\$0	\$2,789		
	7.4 Hydraulic Analyses				2	6	10	10												32	\$3,703	\$300	\$4,003		
	7.5 Bridge Location Hydraulic Study				2	4	4	4	4	2										14	\$1,535	\$0	\$1,535		
	7.6 Scour Analysis				6	2	8	8	2	4	2									32	\$3,703	\$300	\$4,003		
	7.7 Bridge Design Hydraulic Study Report				20	4	40	48	36	8	4	0	0	0	0	0	0	0	0	160	\$17,233	\$800	\$18,033		
Task 7 Total																									
3.3% 3.1%																									
Kleinfelder		Class	Prin Geo Eng	Sr Mgr	Sr Mgr	Staff Prof II	Seismologist	Admin												Total Hours	Labor Budget	Misc Expenses	Task Budget		
TASK		Name	Rate																						
230	Task 8. — Geotechnical Engineering	D Pearson	\$ 194.75	\$ 194.75	\$ 194.75	\$ 122.55	\$ 194.75	\$ 66.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	45	\$6,646	\$150	\$6,796		
(Task 8 -- Kleinfelder, Inc.)																									
230.05.70.1	8.1 Preliminary Foundation Report				4	1	1	24	12	3										8	\$1,269	\$150	\$1,419		
	8.2 Pre-field Activities				2	1	1	4												12	\$1,759	\$2,880	\$4,639		
	8.3 Field Exploration Program				4	1	1	8												14	\$2,149	\$2,600	\$4,749		
	8.4 Laboratory testing Program				4	2	2	30	22	3										63	\$9,719	\$200	\$9,919		
	8.5 Engineering Analysis and Report Preparation				16	6	6	74	34	6	0	0	0	0	0	0	0	0	0	142	\$21,542	\$5,980	\$27,522		
Task 8 Total																									
2.9% 4.8%																									
Overland, Pacific & Cutler, Inc.		Class	(Task 10 by Overland, Pacific & Cutler, Inc. / Cogdill & Giomi, Inc.)																			Total Hours	Labor Budget	Misc Expenses	Task Budget
TASK		Name	Fee Based on Following Assumptions:																						
245	Task 10. — Right of Way Services		1 ~ Partial Fee Acquisition ----- \$ 3,515																						
	10.1 Acquisition Service and Procedures		4 ~ Temporary Construction Easements @ \$2,850 ea. ----- \$ 11,400																			0	\$16,150	\$0	\$16,150
220	10.2 Relocation Assistance Program Implementation Services		5 ~ Appraisals @ \$1,900 ea. ----- \$ 9,500																			0	\$0	\$0	\$0
225	10.3 Appraisal Services		5 ~ Review Appraisals @ \$950 ea. ----- \$ 4,750																			0	\$9,500	\$0	\$9,500
245	10.4 Review Appraisal Services		Right of Way Certification ----- \$ 1,235																			0	\$4,750	\$0	\$4,750
Task 10 Total																									
0.0% 5.3%																									
Total DEA & Sub Project Hours & Cost:																				4,878	\$550,093	\$23,778	\$573,871	100.0%	100.0%

Summary By Firm:		Hours	Budget	Expenses	Subtotal	Escalation	Total Budget	
David Evans and Associates, Inc.		1850	\$258,731	\$4,300	\$263,031	\$20,757	\$283,787	45.9%
LSA Associates, Inc.		2198	\$161,479	\$6,775	\$168,254	\$12,955	\$181,209	29.3%
Judith Beuthe Communications		110	\$8,128	\$4,709	\$12,837	\$652	\$13,489	UDBE 2.2%
Mid Valley Engineering, Inc.		212	\$30,614	\$0	\$30,614	\$2,456	\$33,070	UDBE 5.4%
Y&C Transportation Consultants, Inc.		86	\$8,717	\$159	\$8,876	\$699	\$9,576	UDBE 1.5%
Donald MacDonald Architects		120	\$13,248	\$1,055	\$14,303	\$1,063	\$15,366	2.5%
WRECO		160	\$17,233	\$800	\$18,033	\$1,383	\$19,416	UDBE 3.1%
Kleinfelder, Inc.		142	\$21,542	\$5,980	\$27,522	\$1,728	\$29,250	UDBE 4.7%
Overland, Pacific & Cutler, Inc. / Cogdill & Giomi, Inc.		0	\$30,400	\$0	\$30,400	\$2,439	\$32,839	5.3%
Total Fee:		4,878	\$550,093	\$23,778	\$573,871	\$44,131	\$618,001	100.0%

Total Fee Say: \$618,000

* Assume 2% rate escalation per year over 6 year project duration and 16.7% work completed in each of the 6 years.
 $(0.167) + (1.02 \cdot 0.167) + (1.02^2 \cdot 0.167) + (1.02^3 \cdot 0.167) + (1.02^4 \cdot 0.167) + (1.02^5 \cdot 0.167) = 1.080224$
 Rate Escalation = 8.0224%

David Evans and Associates, Inc.		Class	Prin	Proj Mgr	Sen Br Eng	Sen Br Eng	Br Eng II	Br Eng II	Br CAD Tech I	Sen Rd Eng	Rd Eng II	Rd CAD Tech II	Acct I	Admin I	-----	-----	-----	-----	Total Hours	Labor Budget	Misc Expenses	Task Budget
WBS	TASK	Name	T Stones	D Pecchia	D Sun	M Bianucci	B Carter	M Mitchell	K Chiodo	J Roccano	J Lockhardt	P Barber	Y Brewer	J Acosta	-----	-----	-----	-----				
	Future Task 12. -- Construction Phase Services	(This is a future task and will be covered by a future amendment to the agreement.)																				
270	Future Task 12. -- Construction Phase Services	(Task 12 -- David Evans and Associates, Inc.)																				
	Preconstruction Meeting (1 Meeting)		8							8									16	\$3,603	\$0	\$3,603
	Response to Requests for Information (20 RFI's Maximum)		4	24			24			4	24								80	\$11,675	\$0	\$11,675
270	Assistance with Preparation of Contract Change Orders (CCO's) (4 CCO's Maximum)		4	8			16		16	4	16	16							80	\$9,504	\$0	\$9,504
	Submittal Review (Bridge Removal, Pilings, Flasework, Conc. Deck Pour, Etc.) (8 Different Submittals Maximum)		4	16			36			4	20								80	\$10,762	\$0	\$10,762
	Site Inspections (2 Trips)		8	8						8	8								32	\$6,121	\$0	\$6,121
	As-Built Drawings		2	4			4		40	2	4	40							96	\$9,413	\$0	\$9,413
	Task 12 Total	0	30	60	0	80	0	56	30	72	56	0	0	0	0	0	0	0	384	\$51,078	\$0	\$51,078

