

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

DEPT: Public Works *alam*

BOARD AGENDA # *C-3

Urgent Routine

AGENDA DATE July 17, 2012

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Award a Contract for Bridge Engineering and Project Delivery Services to Quincy Engineering, Inc. of Sacramento, California, for the Cooperstown Road over Gallup Creek Bridge Replacement Project in Stanislaus County, Federal Project Number: BRLO-5938 (191)

STAFF RECOMMENDATIONS:

1. Award a contract for Bridge Engineering and Project Delivery Services to Quincy Engineering, Inc. of Sacramento, California, in the amount of \$371,605.36, for the Cooperstown Bridge over Gallup Creek Bridge Replacement Project.
2. Authorize the Director of Public Works to execute a contract with Quincy Engineering, Inc., in the amount of \$371,605.36, and to sign necessary documents.

FISCAL IMPACT:

At this time, \$408,765.90 is needed to fund the contract for Bridge Engineering and Project Delivery Services (\$371,605.36) and a contingency not to exceed 10% (\$37,160.54). The contingency is to be used for any amendments to the agreement per the discretion of the Director of Public Works. An Authorization to Proceed (E-76) has been secured from Caltrans for the Preliminary Engineering (PE) phase of the project in the amount of \$290,000. These funds are Highway Bridge Program (HBP) funds with Toll Credits and are not sufficient to fund 100% (\$408,765.90) of the PE. Therefore, a 6D Highway Bridge Replacement and Rehabilitation Program (HBRRP) (continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2012-371

On motion of Supervisor Chiesa, Seconded by Supervisor Withrow
and approved by the following vote,
Ayes: Supervisors: Chiesa, Withrow, Monteith, De Martini, and Chairman O'Brien
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 Engineering and Project Delivery Services to Quincy Engineering, Inc. of Sacramento, California, for the Cooperstown Road over Gallup Creek Bridge Replacement Project in Stanislaus County, Federal Project Number: BRLO-5938 (191)

FISCAL IMPACT (continued):

Scope/Cost/Schedule Change Request form will be submitted to Caltrans to secure the additional funding necessary. In the event the additional funding is not realized, the remainder of the project will be funded with existing road funds. These funds are available in the 2012-2013 Fiscal Year Road Projects' budget.

DISCUSSION:

The Cooperstown Road over Gallup Creek Bridge Replacement Project is being proposed due to the structurally deficient bridge rating of 54.2, per the California Department of Transportation (Caltrans) Bridge Investigation Report (BIR). Bridges must be rated structurally deficient or functionally obsolete with a structural rating of less than 80 to be eligible candidates for rehabilitation and in special cases for replacement. The Cooperstown Road over Gallup Creek Bridge was constructed in 1965 as a single span riveted and bolted steel Pratt pony truss with corrugated metal bridge deck planks on reinforced concrete abutments. The footing types are unknown. The bridge is approximately 80 feet in length and 17 feet wide and is currently load limited. Caltrans has listed this bridge's status as Functionally Obsolete and it has been programmed for replacement. The proposed bridge will provide adequate shoulder widths, and include guardrails and approach roadway transitions.

The scope of design services includes:

- Strategy determination and strategy report;
- Comprehensive project management services;
- Geotechnical investigation;
- Topographical survey;
- Comprehensive environmental services;
- Structural engineering services;
- Comprehensive civil engineering services;
- Traffic system design;
- Utilities design and relocation coordination;
- Comprehensive right of way services; and
- Bidding and construction support services.

On February 16, 2012, seven proposals were submitted for review by various consulting firms. 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 most qualified proposal. Below is a list of consultants that submitted proposals:

- MGE
- Quincy Engineering, Inc.
- Mark Thomas & Company

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- TRC
- Parsons Brinckerhoff
- Biggs Cardosa Associates, Inc.
- Drake Haglan and Associates

Public Works staff reviewed the proposals and selected Quincy Engineering, Inc. of Sacramento, California, as the most qualified consultant based on the results of the following evaluation criteria:

- Understanding of the work to be performed;
- Experience with similar projects;
- Qualifications and availability of staff;
- Project schedule;
- Familiarity with State and Federal procedures;
- Demonstrated technical ability;
- Demonstration of professional and financial responsibility; and
- References.

POLICY ISSUES:

The recommended actions are consistent with the Board's priorities of providing A Safe Community and A Well Planned Infrastructure System by replacing a structurally deficient bridge in Stanislaus County.

STAFFING IMPACT:

There are no staffing impacts associated with this item.

CONTACT PERSON:

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

TG/sn

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to Award Contract_from TGeiss

**STANISLAUS COUNTY
PROFESSIONAL DESIGN SERVICES AGREEMENT**

Quincy Engineering, Inc.
Cooperstown Road over Gallup Creek Bridge Replacement Project
Federal Project No. BRLO-5938 (191)

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 Quincy Engineering, 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 Three Hundred Seventy-One Thousand Six Hundred Five and 36/100 Dollars (\$371,605.36). 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 One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), 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: Timothy A. Osterkamp, 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:
Quincy Engineering, Inc.
Attn: Timothy A. Osterkamp, P.E.
3247 Ramos Circle
Sacramento, CA 95827-2501

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.

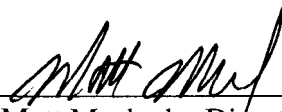
7.23. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

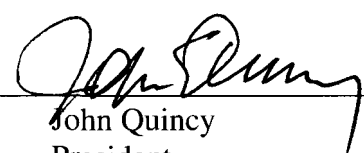
7.24. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

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

COUNTY OF STANISLAUS

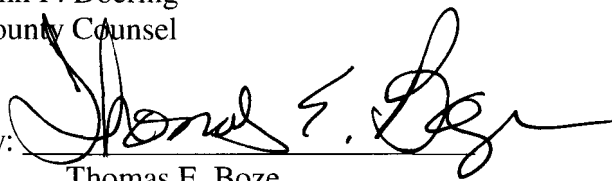
QUINCY ENGINEERING, INC.

By: 
Matt Machado, Director
Department of Public Works

By: 
John Quincy
President

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 
Thomas E. Boze
Deputy County Counsel

Board Resolution No. 2012-371

**EXHIBIT A
COUNTY'S REQUEST FOR PROPOSAL
(SCOPE OF WORK)**

Phase II – Project Design

- ~~Based on the selected project alternative for each location, the Consultant will conduct preliminary engineering, environmental determination, final design, bid and construction support for the project. It is the County's desire to begin construction by January 2016 for both bridges.~~

III. SCOPE OF WORK

The scope of services will consist of the engineering design and preparation of 100% contract documents consisting of plans, specifications 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.

When determining the required tasks for this project, the Consultant shall follow Caltrans Work Breakdown Structure (WBS). The Consultant must be knowledgeable and experienced in the substantive and procedural requirements for applicable environmental services, 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. The proposal should describe the methodology to be used, specific work to be performed, outcomes and work products. The scope of services includes, but is not limited to, the following: (Consultant shall provide a comprehensive description for all services included in the scope of work, listed or not listed, in this RFP. Services, not listed in this RFP, may be added to the scope of work and fee proposal as "optional" tasks).

i. **PROJECT MANAGEMENT:**

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

On monthly basis, the Consultant shall provide letter-type reports to brief the County on the project progress and, as necessary, hold Project Development Team (PDT) meetings. For the purposes of estimating project fees, assume a total of 24 meetings.

ii. **PUBLIC OUTREACH:** Perform necessary public outreach, including community education on the importance of this bridge, and the current condition of the existing bridge in support of the environmental determination.

iii. **GEOTECHNICAL INVESTIGATION:** 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 to Caltrans standards.

iv. TOPOGRAPHICAL SURVEY

- o **Horizontal Control:** Zone III, California Coordinate System of North American Datum 1983 (NAD83).
- o **Vertical Control:** North American Vertical datum of 1988 (NAVD88). The Consultant shall coordinate with County surveyor to determine the primary vertical datum.
- o 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.

- o If necessary, the design shall include any legal descriptions and plats for temporary construction easements, staging areas and disposal areas for excess soil generated by project construction. The Consultant will include and verify any existing surveys, specify existing and proposed Right of Ways, land dedications and easement agreements. At a minimum the Consultant will verify property lines at those locations where any portion of the project infringes upon the required setback limits or lies within 50 feet of project improvements, work areas, storage and staging areas. Consultant should plan on filing a record of survey for any new right of way acquired.

- o The Consultant shall conduct a field topographical survey to be used for the approach roadway design, if necessary. 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.

v. ENVIRONMENTAL

Comprehensive environmental services and technical studies necessary for complying with all environmental regulations and requirements applicable to this project. These requirements may include, but are not limited to, various requirements and regulations set forth by National Environmental Policy Act (NEPA), California Environmental Quality Act (CEQA), and any applicable environmental permits. The Consultant shall perform a variety of environmental investigations to State and Federal standards. Preparation of a Preliminary Environmental Study (PES) will be required once a consultant is selected.

- o Consultant shall identify in their proposal what their experience level is with the NEPA/CEQA documents necessary for approval and why. The Consultant will be required to communicate with the appropriate governmental agencies and provide information as necessary. Caltrans Environmental will be responsible for preparing the

final NEPA determination. The consultant will be responsible for coordinating the requirements of NEPA and CEQA to reduce duplication of tasks. Caltrans will be the NEPA lead agency and the County will be the CEQA lead agency.

- o Permitting: some of the potential permits include but are not limited to:
 - Section 404 Nationwide Permit from the U.S. Army Corps of Engineers
 - Section 7 consultation with NMFS and USFWS on special-status fish species
 - Section 401 Water Quality Certification (or waiver, if applicable) from the California Regional Water Quality Control Board
 - Streambed Alteration Agreement from the Department of Fish and Game
 - A land use lease from the State Lands Commission, and
 - A reclamation permit from the State Reclamation Board

vi. APPROACH ROADWAY DESIGN

- o The Consultant shall perform roadway design in accordance with the latest version of the Caltrans Highway Design Manual and County design standards and prepare design plans for construction. Design shall include details for traffic control plans in accordance with the Caltrans Manual of Uniform Traffic Control Devices. Access must be maintained during construction with no practical detour routes available.

vii. UTILITY DESIGN AND COORDINATION

- o **Utilities:** The Consultant shall locate all existing utilities in the project area with the topographical survey and determine all potential conflicts. Once all existing utilities are identified in the field, the Consultant shall contact all corresponding utility companies and coordinate the relocation or protection of all affected utilities. Consultant shall be responsible for coordinating the relocation of all existing utilities, if any, prior to start of project construction.

viii. BRIDGE STRUCTURAL DESIGN

- o The Consultant will perform structural and seismic 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.

- o Standard construction materials shall be used in the design of the proposed bridge modifications 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.
- o **Hydraulics:** Some of the hydraulics items may include but are not limited to items listed below. It will be the Consultant's responsibility to determine the appropriate components for proper hydraulic analysis.
 - **Scour Report:** Determine the potential abutment, contraction and pier scour for the preferred project configuration
 - **Hydrologic Analysis:** Identify the high water surface elevation of the canal at the project site.
 - **Report:** Prepare a report with appropriate recommendations and provide two copies to the County for review.

ix. **RIGHT OF WAY SERVICES**

- o **Preliminary Title Reports:** The fees for any reimbursable Preliminary Title Reports will be paid by the County. The Consultant shall tabulate the anticipated number of Preliminary Title Reports (and associated fees) required for the project. This information shall be attached with the Fee Proposal and submitted inside the sealed envelope.
- o **Rights of Entry:** If necessary, the Consultant shall secure Rights of Entry agreements with all affected property owners needed to complete construction of the project.
- o Consultant shall be responsible for identifying any private right of way that may be affected by the Project. Consultant shall coordinate with property owners and County to acquire any required right of way in timely fashion. Consultant shall plan right of way acquisition so that all right of way acquisitions are complete by the time final plans are delivered to the County. At that time, the Consultant shall prepare Right of Way Certification per Caltrans guidelines and deliver it to the County.
- o Consultant shall be responsible for appraisal, appraisal review, acquisition/negotiation, and if necessary, relocation assistance. The County is seeking consultants who are able to perform and coordinate all of these tasks, if necessary.

x. **PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)**

- o **Plans:** Project plans prepared by the Consultant shall include a set of plans at the 30%, 60%, 90%, and 100% level. All identified and affected existing utilities shall be accurately indicated on the plans. Plans at a 60% level of completion should be of sufficient level to begin right-of-way acquisition after environmental determination is achieved. The Consultant shall coordinate each submittal with the County, Caltrans and any other agency that might have a stake in the project.

Plan submittal and specifications must be provided in a digital format. The CAD files, including all topographical data, topographical surfaces, points, alignments, sites, corridors, and pipe networks must be in AutoCAD Civil 3D 2010 format. Standard Caltrans abbreviations shall be strictly used throughout.

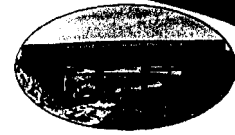
- o **Specifications:** Consultant shall prepare Special Provisions relevant to the Project that will be used by the County to advertise and construct the project. Three hard copies and one electronic copy on a CD of Special Provisions shall be delivered to the County after 100% plans are completed and signed by the engineer.
- o **Estimate:** Project estimate prepared by the Consultant shall use Caltrans standard bid item descriptions wherever possible. Three hard copies and one electronic copy on a CD of final signed and stamped engineer's estimates shall be delivered to the County after 100% plans are signed by the engineer

xi. **BIDDING AND CONSTRUCTION SUPPORT (OPTIONAL TASK)**

- a. As part of the proposal, Consultant shall include bid support services that consist of assisting the County in responding to all Requests for Information during the Project advertisement phase.
- b. As part of the proposal, Consultant shall include services for engineering construction support. These services include responding to all Requests for Information (RFI), altering project plans to address any design flaws or inconsistencies, attendance of the pre-construction meeting, review of demolition plans, review of false work and shop drawings, consultation for the construction contractor, and preparation of "as-built" plans.
- c. **As-Built Plans:** The Consultant will modify final mylar plans to show final location and layout of all mechanical; electrical and instrumentation equipment; piping and conduits; structures and other facilities. As-built record drawings shall reflect change orders, accommodations, and adjustments to all improvements constructed. Prior to accepting the As-Built Plans, county staff shall review the Record Drawings and electronic files to confirm that they reflect what has actually been constructed. Electronic files of the As-Built drawings (in standard PDF format at 300dpi resolution settings) and CAD (DWG or DXF format) shall be provided in addition to the original As-Built mylars.

EXHIBIT B
CONSULTANT'S RESPONSE TO COUNTY'S REQUEST FOR PROPOSAL
(SCOPE OF WORK)

Detailed Scope of Work/Gallup



Scope Summary for Cooperstown Road Bridge over Gallup Creek Creek

Quincy Engineering, Inc. personnel and its Project Team have provided plans, specifications, and estimates for a large number of Federal Highway Bridge Program (HBP) projects throughout California. Therefore, the Team recognizes the importance of maintaining close coordination and cooperation with the County throughout the PS&E process.

The Team is very familiar with Caltrans procedures and requirements. The scope of work presented herein has been developed with the goal of efficiently and expeditiously meeting Caltrans requirements and addresses the requirements of the Local Assistance Procedures Manual (LAPM). This County project will follow the approach presented below. Tasks are defined and numbered in this discussion in accordance with the scope of work typical of HBP projects.

The development of the PS&E requires an approach that ensures that the work effort remains focused and productive. In order to accomplish this, the key personnel on the Team will implement a Project Management approach. By doing so our Team can ensure a successful project delivery, on time and within budget, that will fulfill the County's needs. Our approach incorporates the following:

- Knowledge of Caltrans procedures
- Working relationship with Caltrans District 10
- Effective communication with Stanislaus County and other stakeholders
- Timely approvals
- Anticipate and respond to issues before they become problems
- Process and technical innovations
- Management and design efficiency with time and cost savings to the County
- Managing change

Quincy Engineering's approach for this project is as follows:

Efficiency Opportunities:

Our Team's efficiency in doing two bridge projects concurrently will be highlighted throughout the Scope of Work.

PHASE 1 – PROJECT KICKOFF & PRELIMINARY ENGINEERING TASKS

TASK 1 - PROJECT MANAGEMENT | (WBS 100)

Task 1.1 – Kick-off Meeting

A kick-off meeting will be held after the notice to proceed and will introduce the Project Team, establish communication channels, set the project schedule, clarify the scope of work, and define the roles and responsibilities of the various Team members.

Task 1.2 – Data Collection

QEI will perform a site review at the bridge location along with a review of existing records, reports, as-builts and bridge inspection reports. This information will become the basis for determining the project alternatives.

Task 1.3 - Project Management [Work to take place in *both Phase 1 & Phase 2*]

Quincy Engineering, Inc. (QEI) knows that successful projects require attention and must be managed towards success.

QEI will be responsible for assembling a Project Development Team (PDT) for the project. QEI will lead PDT meetings, which will include distributing approved meeting agendas, arrange attendance of key Team members, and distributing meeting minutes along with a summary of action items. QEI will also develop and update a critical path schedule and send out progress reports monthly. As requested in the RFP, a total of 18 PDT meetings are proposed for this *Scope of Work*.

Efficiency Opportunities:

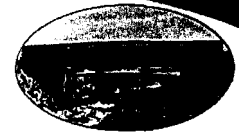
Schedule one kick-off meeting for both bridges and combining PDT meetings.

Combining meetings and site visits will avoid redundantly addressing the same issues for each project. Travel and meeting time will be reduced as well.

Task 1 Products:

- Final Scope/Schedule
- Kick-off Meeting
- Project Meetings (18)
- Monthly Project Progress Reports

Detailed Scope of Work/Gallup



TASK 2 - TOPOGRAPHIC SURVEY, CREEK CROSS-SECTIONS & PRELIMINARY RIGHT-OF-WAY | (WBS 185.10)

Topographic surveys, creek cross-sections, and right-of-way engineering will be performed by Northstar Engineering Group, Inc.

Task 2.1 – Record Research

NorthStar Engineering Group, Inc. (NorthStar) will perform record research at Stanislaus County to locate recorded control maps, right-of-way maps, records of survey, corner records, and other official maps of records.

Task 2.2 – Record Calculations

Northstar will calculate record right-of-way lines and property lines located within the project limits for the site in accordance with record maps, record deeds, and documents as required to calculate field search positions for existing right-of-way monuments, street survey monuments, and parcel corner monuments.

Task 2.3 – Right-of-Way & Control Field Survey

For the site, NorthStar will perform a Topographic and Right-of-Way Survey to provide design control and right-of-way mapping for the project. Set horizontal and vertical control points for project mapping in accordance with Stanislaus County horizontal and vertical control requirements. 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 to 8819 of the Public Resources Code, and any other applicable code in the State of California. The horizontal datum will be based on the North American Datum 83 (NAD 83) as shown in Volume 22 of Surveys, Page 51 (22-S-51), Stanislaus County Records. The vertical datum shall be based on the North American Vertical Datum of 1988 (NAVD 88) as in shown in Volume 22 of Surveys, Page 51 (22-S-51), Stanislaus County Records. Perform a field survey to search and locate existing survey monuments and physical evidence required to establish existing rights-of-way and 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.

Task 2.4 – Topographic Survey

For the site, perform detailed field survey of existing roadways, physical improvements, visible utilities, and drainage features. Cross sections and tie-in surveys will ensure an accurate design and smooth transitions from existing roadway and infrastructure features. All work and files will be based on project coordinate control in accordance with County requirements for the preparation of documents and maps. Topographic field survey will locate existing site improvements and visible utilities including, but not limited to, trees, ground shots, Cooperstown Road cross sections, bridge structures, headwalls and wingwalls, bent locations, fences, road elevations, Gallup Creek cross sections, and other miscellaneous visible features. Cross sections will be taken at 50 foot intervals along Cooperstown Road and along detour route alignment. QEI will coordinate with property owners to gain “right of entry” during the field survey. A total of 8 channel cross sections will be taken for utilization in HEC-RAS hydraulic study. Cross sections will be taken as follows:

Task 2 Products:

- Topographic Surveys & Mapping
- Creek Cross Sections
- Deeds & Ownership Information
- Existing Right-of-Way & Adjoining Property Information

Roadway Cross-sections:

- 1000' of 50' interval sections for the northerly roadway approach to the bridge
- 1000' of 50' interval sections for the southerly roadway approach to the bridge
- 50' interval sections along bridge top edge of deck & centerline only

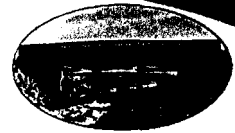
Channel Cross-sections:

- Three (3) Sections downstream
- Two (2) Sections at the existing bridge (1 at upstream face, 1 at downstream face)
- Three (3) Sections upstream

Task 2.5 – Aerial Survey (Optional Task)

NorthStar will provide a color orthorectified aerial image for the site which will cover the project limits and will be utilized in the development, planning and design of the proposed project. Aero-Graphics will prepare the color orthorectified aerial photo. NorthStar will set ground control in accordance with aerial flight plan provided by Aero-Graphics, and will provide coordinates and elevations on ground control for aerial orientation.

Detailed Scope of Work/Gallup



TASK 3 - HYDRAULIC ANALYSIS | (WBS 165.10.60, 240.60)

Hydraulic analysis will be performed by Avila and Associates Consulting Engineers, Inc.

Task 3.1 – Data Review & Field Reconnaissance

Avila and Associates Consulting Engineers, Inc. (Avila) will review available data provided by the County and the Project Team. They will conduct a field reconnaissance to assess the existing conditions in the vicinity of the Project site.

Task 3.2 – Estimating Discharge

The Local Assistance Program Manual mandates that at least two methods should be used to estimate discharge. After outlining the basin of the Creeks, Avila will utilize existing USGS gage data from adjacent gages (e.g. Dry Creek Gage #11289950 or Dry Creek gage #11271320) to estimate discharge and then complete a basin transfer of the statistical analysis. Avila will also complete a regional regression analysis to check the statistical analysis and provide an additional discharge estimate.

According to David Williams with the Central Valley Flood Protection Board (CVFPB), the bridge is not within the CVFPB jurisdiction. The 200-year discharge will not be estimated (this will be confirmed during preliminary engineering).

Task 3.3 – Hydraulic Analysis

Hydraulic parameters (water surface elevations and velocity) will be obtained from the Army Corps of Engineers HEC-RAS (Hydraulic Engineering Center River Analysis System) model based on surveys provided by QEI and modeling by Avila.

The Hydraulic Model – HEC-RAS Analysis

Set up HEC-RAS model. Model the proposed bridge to determine the potential water surface elevation and overtopping of the adjacent roadway. The model will also incorporate any encroachment from bridge approach fills.

The hydraulic variables (water surface elevation, velocity etc.) will be determined for the design discharge, 50- 100-year and flood of record discharges estimated under *Task 2* above. Results from the hydraulic analysis will be provided in both tabular as well as graphical output formats.

Hydraulic Criteria

Determine the necessary freeboard. Chapter 800 of the Caltrans Highway Design Manual (HDM) delineates the hydraulic design criteria for bridges. The basic rule for hydraulic design is that bridges should be designed to pass the Q50 with sufficient freeboard and convey the Q100 without freeboard. However exceptions may be granted if sufficient evidence is provided. The HDM notes that 2 feet of freeboard is often assumed for preliminary bridge design but leaves the recommendation for freeboard to the judgment of the hydraulic engineer based primarily upon the debris anticipated at the bridge.

Since a permit is not required from the Central Valley Flood Protection Board (CVFPB) (California Code of Regulations Title 23, Article 8, Section 112) the only freeboard criteria is from Caltrans (this will be confirmed).

Drift

Avila and Associates will research bridge maintenance records for the existing bridge upstream and downstream of the bridge to determine if any maintenance issues have occurred such as debris getting caught on the bridge piers. This will be taken into account with the determination of the necessary freeboard, span lengths and bridge pier type to minimize debris capture and therefore future maintenance. Based on preliminary field visits, debris is not anticipated to be an issue.

Note: If a conditional letter of map revision (CLOMR) is required by the local agency due to a change in water surface elevation caused by the new bridge, a separate task order would be required.

Task 3.4 – Bridge Location Hydraulic Study

Avila will perform a Bridge Location Hydraulic Study and conduct a floodplain risk assessment for the proposed project. Avila will prepare a Bridge Location Hydraulic Study Memo for the site, which will include the standard

Efficiency

Opportunities:

Gallup Creek and Rydberg Creek discharges will be completed together, necessitating only one analysis of the adjacent gages and basin transfer to both Gallup and Rydberg Creeks.

Task 3 Products:

- Bridge Location Hydraulic Study Memos (Draft & Final)
- Bridge Design Hydraulic Study Reports (Draft & Final)

Detailed Scope of Work/Gallup



Summary of Floodplain Encroachment Form and technical discussions.

Task 3.5 – Scour Analysis & Countermeasures

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

Task 3.6 – Bridge Design Hydraulic Study Report

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

Task 3.7 – Project Meetings

Avila will attend three (3) project coordination meetings including a kick-off/field review meeting, and participate in conference calls with the County and Project Team staff.

TASK 4 - GEOTECHNICAL INVESTIGATIONS & FOUNDATION REPORT | (WBS 240.80)

Geotechnical investigations, reporting, and design concurrence will be performed by Taber Consultants (Taber).

Task 4.1 – Permits & Research/Mark USA/Field Meetings

All permits for geotechnical exploration in the field will be obtained by Taber. We expect that Stanislaus County environmental health and encroachment permits would be required for our scope of work (encroachment permits anticipated no-fee for this County project). No other permits are expected to be required for this project, including Caltrans permits.

Fees for the environmental health permits are anticipated to be \$127 for this site. Additional time for inspections (if required by Stanislaus County, but not anticipated) will require additional fees.

Taber will review the site, attend a kick-off meeting, and review any pertinent project documents. Prior to commencement of field exploration, Taber will mark the site and notify Underground Service Alert (USA) for location of underground utilities. Taber will review published geologic/topographic mapping for the site, along with the review of existing reports and Log of Test Borings (if available).

Task 4.2 – Field Exploration

Taber will conduct two 5-foot test borings for new pavement section evaluation at the site. These shallow borings will be taken within 100-200 feet of each abutment. At each abutment a boring to approximately 30 feet will be performed to define earth materials and foundation conditions. All drilling will take place within County right of way. Drilling is anticipated to be performed using lane/shoulder closures at the bridge location. Given the very low traffic volumes, we expect signs and traffic cones to be sufficient. At least one lane will be open at the bridge location at all times. Drill cuttings will be spread at the drilling locations as appropriate.

Task 4.3 – Laboratory Testing

Laboratory testing for roadway and bridge foundation investigations is expected to include moisture-content/dry density and unconfined compressive strength tests on suitable soil samples retained. Laboratory testing to supplement field evaluation of soils parameters may also include sieve analysis and/or Atterberg Limits testing. Corrosivity testing (pH/minimum resistivity/sulfate/chloride content) will be performed on selected samples. One R-Value test is also proposed. Additional testing may also be performed as deemed necessary. Rock cores may be subjected to point load tests.

Task 4 Products:

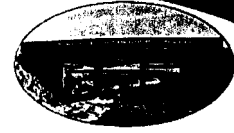
- Preliminary Geotechnical Reports
- Materials Reports
- Foundation Investigation Reports (Draft & Final)
- "Log of Test Borings" Drawings
- ISA Reports

Task 4.4 – Preliminary Geotechnical Report

A Preliminary Geotechnical Report will be generated early in the project and will summarize the anticipated/encountered soil conditions (according to office research and any fieldwork that has been performed) and include a preliminary assessment of proposed foundation types. Seismic criteria for use in structure design (peak bedrock acceleration, soils profile type, ARS Curve etc.) will be provided in accordance with typical Caltrans practice



Detailed Scope of Work/Gallup



using ARS Online, including a preliminary estimate of the potential for seismically induced liquefaction, settlement, and ground instability.

Task 4.5 – Materials Report

A Materials Report will be generated after project fieldwork and will summarize the encountered soil conditions, discuss results of R-Value testing, and present design pavement sections for approach roadway.

Task 4.6 – Bridge Foundation Investigation Report (Draft & Final)

The Foundation Investigation Report will summarize subsurface exploration and field and laboratory soils testing, include a “Log of Test Borings” drawing (suitable for inclusion with plans), and discuss encountered earth materials and foundation conditions. Seismic criteria defined in the preliminary report will be included. The report will discuss structure foundation conditions/constraints and recommended type, level and loading of bridge foundation elements. Taber will discuss encountered earth materials and conditions with respect to their effects on construction. Their services will also include consultation regarding questions of foundation materials/conditions that may emerge during design and review of structure plans and specifications with respect to our recommendations.

Task 4.7 – Initial Site Assessment

It is our understanding that a Caltrans-compliant Initial Site Assessment is requested to identify evidence of existing hazardous materials conditions that might affect the proposed project and that this assessment is needed to satisfy the Stanislaus County Department of Transportation requirements for preparation of the Project Study Report. The purpose of the Initial Site Assessment, therefore, will be to identify the presence or likely presence of hazardous materials or petroleum products at each project site under conditions that could significantly affect the feasibility or cost of the project.

For the purposes of this proposal, the limits of the project are assumed to be the limits of proposed right of way within the project alignment as defined in Request for Proposal. It is understood that the Stanislaus County Department of Transportation will review the Initial Site Assessment report. We anticipate that Assessors parcel maps and plans showing the project site, stationing, and property limits will be available for use during our study. If property to be acquired for the project is greater than typical road right of way, additional study might be needed.

Records Review

Selected federal, state, and regional environmental agency databases will be reviewed for information pertaining to the site and properties within a minimum search distance of not less than one-quarter mile from the alignment. This data will be obtained from a vendor specializing in retrieval of environmental information. Chain of title research and/or review is not included.

Telephone interviews will be conducted with representatives of the Stanislaus County Environmental Health Department, the California State Regional Water Quality Control Board, the Central Valley Regional Water Quality Control Board and/or the California Department of Toxic Substances Control for any property identified during database review for which hydrogeologic conditions and other reasonable factors indicate a potential for environmental impact on a site.

Physical Setting & Site History

Review of readily available documents will be performed to identify physical setting of the sites and obvious past uses of the site and adjoining properties. Elements of the physical setting identified typically include:

- Topographic conditions.
- Geological conditions of area, including the potential for presence of naturally occurring asbestos at the site.
- Hydrogeological conditions including depth to groundwater, depth to other aquifers and regional and local gradient.

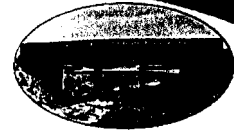
Documents reviewed pertaining to site history typically include:

- Recent Topographic maps.
- Recent and historical aerial photographs, if provided by Stanislaus County; purchase of photos is not included.
- Published geologic maps and reports, and, if provided by Stanislaus County, any geotechnical, hydrogeologic or environmental reports pertaining to the site or vicinity.

In addition to the above sources, historic topographic maps and aerial photographs in our library and other available local sources, with coverage of the project site will be reviewed.



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Site Reconnaissance

Reconnaissance of the site will be performed to identify visual evidence of:

- Current uses and evidence of past uses of the site and adjacent properties.
- Potential areas of concern such as above or below ground fuel storage tanks, vehicle maintenance areas, past oil and gas operations, dump sites, discolored soils or stressed vegetation, discharges, odors, transformers, wells, standing water, hazardous substance containers or unidentified containers, etc.

Reconnaissance will be performed primarily by drive-by observation (windshield survey) along the project corridor, supplemented by local walking traverse at locations where drive-by observation indicates possible evidence of hazardous materials or petroleum products that could affect the project.

Interviews

Reasonable attempts will be made to conduct interviews with persons identified as knowledgeable about potentially contaminated locations on or adjacent to the site to obtain information indicating their potential impacts on the projects. Interviews may be conducted in person, by telephone, or in writing. Individuals interviewed might include owners, occupants, local government officials, or others.

Initial Site Assessment Report

A report documenting our assessment will be prepared for the site. The report will include but not necessarily be limited to the following:

- Site Description;
- Records Review;
- Site reconnaissance information;
- Interview Information;
- Photocopied pictures of significant items of environmental concern on the site (if any);
- Pertinent supporting documentation, such as boring logs and laboratory results available from reports reviewed (if any);
- Findings and Conclusions - including opinion of potential impacts of any recognized environmental conditions concerning the project site and, if considered warranted, recommendations for further study.

The Initial Site Assessment report submittals will include "draft" versions for review, "revised draft" versions incorporating review comments, and a final reports incorporating any final comments.

Meetings

Attendance at project team meetings is not anticipated.

Initial Site Assessment Report Limitations

The proposed work will be limited to items listed above, and does not include testing of soil, air, surface water or groundwater, or evaluation for the presence of radon or other naturally occurring materials (unless naturally occurring asbestos is anticipated), lead based paint, lead in drinking water, manufactured asbestos or materials containing asbestos, physical hazards, or wetlands. The scope of the proposed study has been developed and is considered appropriate for a Caltrans-compliant Initial Site Assessment, in accordance with the requirements of the Caltrans Environmental Handbook, Volume I, Chapter 10 and is not intended as an Environmental Site Assessment as defined by ASTM Standard E 1527 or the EPA All Appropriate Inquiry standard.

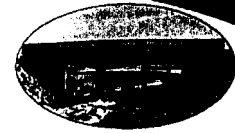
Site reconnaissance will be limited to walking and drive-by observations from public right-of-way and private properties within the site for which right of entry is provided to us. Observations of buildings or other structures within the site limits will be limited to the structure exterior; observation of structure interiors is not included. It is possible that more detailed reconnaissance, requiring more time than budgeted herein, could reveal additional evidence pertinent to the project.

TASK 5 – STRATEGY REPORT/BRIDGE TYPE SELECTION/30% ROADWAY PLANS | (WBS 185.15, 240.75)

Task 5.1 – Strategy Report/Strategy Meeting

Quincy Engineering, Inc. (QEI) will develop a Draft Strategy Report. This report will investigate two separate alternatives as listed below with our recommendation:

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- Rehabilitate and widen (if needed) the existing bridge
- New Bridge on existing alignment

The existing bridge deficiencies will be noted, along with recommendations for rehabilitation and estimated costs. The addressed deficiencies will include both structural and functional (i.e., bridge width). The results of the evaluation of the existing bridge, along with alternatives for bridge replacement and the recommended project direction, will be summarized in a Draft Strategy Report. QEI will submit the report to the County for review. Upon receiving comments back from the County, QEI will schedule and present the report to Caltrans at a Strategy meeting. Upon receiving comments from Caltrans, QEI will prepare a Final Strategy Report.

Task 5 Products:

- Strategy Report (3 copies)
- Type Selection Report (5 copies)
- 30% Roadway Plans (5 copies)
- Project Report

For the purpose of this Scope, it is assumed that Caltrans will agree that the Strategy will be to construct a new bridge on a new alignment, and that the existing bridge will be removed.

Once Caltrans approves the Strategy, full alignment and bridge alternative studies will be performed.

Task 5.2 – Basis of Design & Roadway Alignment Selection

A Basis of Design document will summarize previously prepared project information, key project development standards, traffic count data, an evaluation of bridge rehabilitation/widening or replacement options and staging recommendations. This document will establish the design criteria for the preliminary roadway alignments layout.

QEI will develop preliminary alignment studies for up to two separate alignment (vertical and horizontal) alternatives. The studies will investigate the advantages and disadvantages for each alternative. Design speed and safety through the project limits along with time of construction will be considered. Discussions shall include design, right-of-way, environmental, economic, and safety issues. Preliminary Plan and Profile (Geometric Approval) drawings will be prepared for each alignment alternative. Other issues affecting the final design such as right-of-way impacts, construction staging and access, utility relocation, and drainage will also be addressed.

Task 5.3 – Type Selection Report

QEI will prepare a Type Selection Report. The Type Selection Report will contain a General Plan, and a General Plan Estimate for each alternative, along with a memorandum addressing geotechnical, hydraulic, aesthetic, environmental and cost issues. A structures type recommendation will be included in the report.

Task 5.4 – Preliminary Roadway Design

Upon the County's decision on a preferred roadway alignment, QEI will begin preparing 30% Roadway Plans. The plans will be completed to a 30% level of design, which will include horizontal and vertical alignments, typical cross-sections and safety elements (e.g. approach railing) required at the bridge. Limits of cut/fill slopes shall also be shown to determine the maximum area of disturbance to develop preliminary right-of-way acquisition requirements and the environmental study limits. QEI shall prepare an "Engineers Opinion of Probable Construction Cost" and will include appropriate contingency factors for this level of design.

Task 5.5 – Utility Coordination (*Work to take place in both Phase 1 & Phase 2*)

QEI will perform early coordination with all utility owners to identify utility conflicts and coordinate relocations prior to or concurrent with construction. Note that no utility poles with overhead electric lines are present at the sites. Therefore, only underground utilities may be present, although no markings were observed. QEI will perform the following efforts:

- Obtain utility maps and identify conflicts with existing utilities.
- Perform field review with USA markings.
- Use Caltrans' utility letters to coordinate any required relocations.
- Develop Caltrans Reports of Investigations and Notice to Owner.
- Hold meeting with all affected utilities, to discuss project details, utility conflicts and construction schedule. A total of two (2) meetings are assumed.
- Meet with County staff to confirm relocation work, costs, and cost sharing per franchise agreements.
- Continue coordination with utilities during design, especially for any design changes.
- Hold follow-up meeting at least 6 weeks prior to advertising to verify relocation design and construction schedule and coordinate relocation schedules for timely completion.



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It is assumed that the utility owners will provide the design, construction costs, and construction of relocations and that potholing will not be required and considered optional if needed. Relocations cannot commence until any necessary right-of-way has been cleared for construction and environmental clearance obtained for the relocations.

Task 5.6 – Project Report

A Project Report will be prepared that will summarize the findings of the above work-to-date. In summary, the report will include the following:

- Site visit (field investigation) notes
- Geometric Approval Drawings
- Design Hydraulic Study
- Preliminary Geotechnical Report
- Preliminary right-of-way information
- Utility relocation/protection information
- Preliminary construction staging and detour requirements
- Preliminary alignment drawings
- Bridge APS Drawings
- Bridge Type Selection Form
- APS discussion and evaluation
- Summary of environmental studies
- Cost estimate for each alternative
- Schedule to complete final design
- Evaluation of existing bridge

This report will be presented to and discussed with the County in draft form. All comments will be addressed and incorporated in the final report. Final design will occur upon concurrence by the County and approval of the environmental documents by Caltrans/FHWA. The approved report will become the basis for the project's final design.

TASK 6 – HBP APPLICATION UPDATES & FUNDING REPROGRAMMING ASSISTANCE | (WBS 150)

QEI will provide funding assistance to the County. It is our understanding that the Federal Highway Bridge Program will fund a portion of the bridge replacement cost. The Federal contribution for the site will be 88.53% (HBP) with the remaining 11.47% coming from County Toll Credit Funds. If revisions to the HBP applications are needed for the final approved projects, QEI can assist the County with the completion of the HBP application and all required forms found in the Local Assistance Program Guidelines. The HBP application will be completed and submitted to the County in Microsoft Word format.

PHASE 2 – ENVIRONMENTAL CLEARANCE & FINAL DESIGN

This phase will begin upon approval by the County and Caltrans on the Strategy/Type Selection Report.

TASK 7 - ENVIRONMENTAL DOCUMENT, TECHNICAL STUDIES & PERMITS | (WBS 165, 170, 18)

Environmental Clearance will be performed by North State Resources, Inc. (NSR).

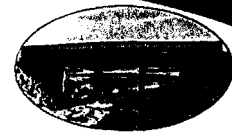
North State Resources, Inc. (NSR) will provide environmental support services to the County for this project. The following is a list of tasks that NSR expects will be needed and the optional tasks that may be needed based on NSR's substantial experience with similar Caltrans Local Assistance Projects, the understanding of this project, and the understanding of the environmental setting in the project area.

Caltrans retains ultimate responsibility for determining the technical studies that will be required for this project and the type of environmental documentation required for compliance with the National Environmental Policy Act (NEPA). Separate technical reports will need to be prepared for each bridge project; however, field work will be conducted simultaneously to reduce travel time and save on overall project cost.

Task 7.1 - Program Management/Meetings

The goal of this task is to maintain an open line of communication between NSR, the County, QEI, Caltrans District 10 Local Assistance, and the resource management agencies throughout the environmental review and regulatory permitting processes. This would be accomplished through a combination of frequent, informal communication via conference calls (16 hours assumed); attendance by the NSR Project Manager at two (2) project status or site visit meetings of one to two (1-2) hours each (plus travel time); and the submittal of periodic progress reports and pertinent written correspondence. The NSR Project Manager would also participate in a project kickoff meeting and a

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Caltrans field review meeting as part of Task 7.3. The NSR Project Manager and administrative staff will also manage the contract under this task.

Task 7.2 - APE Map

NSR will assist QEI with preparation of the APE map for the project that clearly delineates the archaeology (horizontal and vertical) APE. It is assumed that QEI will provide NSR with a draft APE map for review and comment. A final draft of the APE map will be prepared by QEI and submitted to Caltrans for review and approval.

Task 7.3 – Kick-Off Meeting/Preliminary Environmental Study (PES) Form/Field Review Meeting

NSR will attend a project kick-off meeting with the County and QEI. NSR will draft a PES form and bring it to the meeting. This meeting would include a cursory inspection of the preliminary project footprints and draft APE map. Participants will then discuss the following: planning for field review with Caltrans; initial identification of issues; scope of technical studies; approaches to CEQA/NEPA compliance; and schedule for submittals. We will identify key participants from the team and define project communication protocols. After the initial project-kick off meeting, NSR will meet with the County and QEI at the project site to review site conditions and discuss environmental constraints and opportunities. NSR will update the PES form based on project team input and will prepare the Visual Impact Screen Check form for submittal to Caltrans. NSR assumes the County or QEI will provide NSR with all maps, plans, project description, and programming information needed to complete the form.

NSR will also participate in the Caltrans field review meeting with the County, QEI, and Caltrans representatives at the project site to review the PES form and APE map. This meeting is assumed to be held on a separate day than the kick-off meeting. Meeting participants would discuss each element of the PES checklist form, refine the APE limits, and identify issues of concern and required technical studies. Once the review of the project site has been conducted and the checklist items have been discussed, the County and Caltrans representatives would review and sign the PES form. The PES form requires the reviewers to provide a preliminary opinion regarding the type of NEPA documentation required for the project.

Task 7.4 – Project Description/Purpose & Need

NSR, with input from the County and QEI, will prepare a written description of the proposed action and purpose and need for incorporation into the CEQA and NEPA documents. The draft description and purpose and need will be submitted to the County for review and comment. After resolution of the comments, and incorporation of changes as appropriate, NSR will prepare the final description and purpose and need for inclusion in the environmental document.

Task 7.5 – Public Notice

Because the project may encroach upon a floodplain or wetland resource, NSR will assist the County with the preparation of a public notice, per the guidance for Federal Executive Orders 11990 (Wetlands) and 11988 (Floodplain Involvement). NSR will submit an electronic version of the draft notice to the County. The County will be responsible for circulating the public notice in the local newspaper. Documentation that the public notice was circulated in the newspaper (e.g., Affidavit/Certificate of Publication) will need to be provided to Caltrans to ensure compliance with these two Federal Executive Orders.

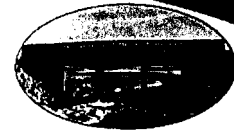
Task 7.6 – Technical Studies

The work plan described below is based on a preliminary assessment of project issues by NSR and will need to be reviewed and approved by Caltrans staff as part of the PES approval process (Task 3). As a result, the final work plan for this task may need to be refined following approval of the PES form. All technical studies will be prepared according to current Caltrans District 10 and FHWA standards. It is anticipated that the following environmental studies will be required:

Subtask 7.6.1 – Prepare Natural Environmental Study (NES) Report

- Under this task, NSR will characterize biological resources in the project Biological Study Area (BSA) and vicinity; assess project impacts to these resources; and identify general mitigation measures, if necessary. NSR will consult appropriate agencies, including the California Department of Fish and Game (CDFG), National Marine Fisheries Service (NMFS), and U.S. Fish and Wildlife Service (USFWS); search the California Natural Diversity Database (CNDDDB); request a formal list of special-status species with potential to occur in the project vicinity from the USFWS; conduct a reconnaissance-level field

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investigation; conduct a noxious weed survey; and conduct a single-visit botanical survey in the spring of 2012 (if required by Caltrans) for both special-status plant species and noxious weed species (Federal Executive Order 13112 [Invasive Species]). Locations of significant biological resources, including observations of special-status species and/or suitable habitat, will be identified on an appropriate base map provided by the County.

- NSR will assess habitat for San Joaquin kit fox burrows and small mammal burrows during the biological characterization field reconnaissance. The surveyor will walk transects that would provide 100% coverage of the project area (30-100 feet depending on visibility) and evaluate prey base and denning potential. Caltrans will determine further action based on the results of this survey.
- No formal special-status wildlife species surveys are proposed as part of this task; however, NSR would be available to conduct focused surveys (as an optional task) if required by the resource agencies during the environmental review process.
- Following the completion of the literature review, conversations with resource agency staff, and field surveys, NSR will prepare a Natural Environment Study (NES) report documenting the findings of the biological characterization, plant survey, and wetland delineation, and summarizing any Endangered Species Act (ESA) consultations (informal and formal) with the USFWS. The NES will be prepared in accordance with the Caltrans Guidance for Consultants: Procedures for Completing the Natural Environment Study and Related Biological Reports (March 1997) and current Standard Environmental Reference guidance. An administrative draft NES report will be submitted for review and approval by the County. NSR will then prepare a draft NES report that incorporates comments on the administrative draft NES report, which will be submitted to Caltrans for review and approval. If necessary, a final NES report that responds to Caltrans comments will be prepared and submitted to Caltrans.

Subtask 7.6.2 – Prepare Wetland Delineation Report

Under this task, NSR will delineate the boundaries of federal jurisdictional waters, including wetlands and the ordinary high water mark of the creek, within the project BSA, using methods prescribed by the U.S. Army Corps of Engineers (ACOE). Maps will be prepared, utilizing GPS and GIS technology, on base topographic maps of the project site and/or aerial photographs of the site provided by the County and/or QEI. Results of the delineation will be provided in a report, which will be provided to Caltrans for initial review and approval. Following Caltrans approval, the delineation report will be submitted to the ACOE (Sacramento District) with a written request for verification for approval on behalf of the County. NSR will conduct a field review with ACOE personnel, if requested.

Subtask 7.6.3 – Prepare Archaeological Survey Report/Historical Properties Survey Report

The Caltrans programmatic agreement process per the Caltrans/FHWA/SHPO MOU will be followed. NSR will conduct an inventory of cultural resources and prepare an Archaeological Survey Report (ASR) and Historic Property Survey Report (HPSR) in Caltrans format and in compliance with Section 106 of the National Historic Preservation Act. NSR assumes the County or QEI will provide a project description with a description of the vertical and horizontal APE and if possible, the depth, quantity, and location of excavation.

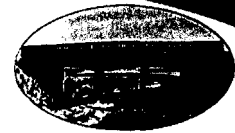
According to Caltrans' historic bridge inventory, both bridges (#38C-0170 and 38C-0257) have been given a National Register status designation of Category 5: ineligible for National Register listing. This scope of work assumes that a historic resources evaluation report (HRER) will not be required.

Records Search

In accordance with State Historic Preservation Officer (SHPO), FHWA, and Caltrans guidance, the following inventories, facilities, and persons will be consulted:

- National Register of Historic Places and updates
- California Register of Historical Resources
- California Inventory of Historic Resources
- California Historical Landmarks
- Native American Heritage Commission (NAHC) Sacred Land Files
- The Central California Information Center (California State University, Stanislaus) of the California Historical Resources Information System

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In order to provide significant contextual and thematic background information archival historical research will be performed at local historical societies and libraries. As part of the archival research, soils surveys and other geological information will be consulted to determine the age of local landforms and the potential for naturally buried archaeological resources to occur in the project area.

Informal Consultations

As part of the minimal required discovery process, form letter notifications, telephone calls, and/or personal communications will be made with local historical societies, local Native Americans, pertinent government agencies (i.e., Native American Heritage Commission), and other interested groups.

Archaeological Survey

Once the APE map is approved by the County and Caltrans, a pedestrian survey of the study area will be conducted to complete the required discovery process. The reconnaissance-level survey will be conducted by walking systematic transects over accessible and sensitive landforms. The pedestrian survey will identify:

- Presence or absence of cultural resources visible on the surface at the project site;
- Present condition of the local environment;
- Environmental factors that may have affected use of the areas by prehistoric and historic occupants (e.g., elevation, food or material resources, proximity to water); and
- environmental factors that may have limited the survival or visibility of archaeological remains (e.g., erosion, or modern disturbance).

Archaeological Survey Report

Results of the discovery process will be presented in the standard Caltrans Archaeological Survey Report (ASR) format. The ASR will document both positive and negative archaeological survey results (it does not evaluate sites or significance of impacts). The ASR demonstrates that a reasonable effort has been made to identify historic properties, commensurate with the scale and scope of the undertaking. NSR will provide an administrative draft ASR for review and approval by the County, incorporate revisions, and provide the County with a draft ASR for submittal to Caltrans for review and approval. NSR will review and respond to Caltrans comments and prepare a final ASR.

Historic Property Survey Report

NSR will prepare a Historic Property Survey Report (HPSR) which summarizes the results of the ASR. The HPSR is used by Caltrans to document completion of the cultural resource identification phase, completion of the National Register eligibility evaluation of the resources within the project APE (if any), and, when relevant, a Finding of No Historic Properties Affected or No Adverse Effect with Standard Conditions. NSR will provide an administrative draft HPSR for County review and approval, incorporate revisions, and provide the County with a draft HPSR for submittal to Caltrans for review and approval. NSR will review and respond to Caltrans comments and prepare a final HPSR.

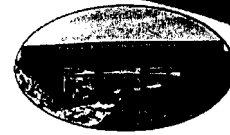
Subtask 7.6.4 – Farmland Impacts Assessment

If determined to be necessary, NSR will conduct a farmland impact assessment to describe agricultural operations in the study area and discuss the effects of converting agricultural fields to non-agricultural uses. This study would provide a quantitative discussion on the amount of farmland to be converted and would generally assess the value of the farmland using available agricultural reports for the County. NSR will review existing parcel information to verify if affected parcels are currently under a Williamson Act contract, review the Soil Survey for Stanislaus County, California, and Farmland Mapping and Monitoring Program data and reports for the study area to determine if there are any Prime or Unique farmlands. If necessary, NSR will complete the pertinent sections of the Farmland Conversion Impact Rating (Form AD 1006) and submit to the local Natural Resource Conservation Services (NRCS) office, along with copies of the proposed project and any alternatives. Upon receipt of a completed Form AD 1006 from NRCS, NSR will submit a

Task 7 Products:

- Meeting Notes
- Progress Reports
- PES Form (Draft & Final)
- Project Description
- Public Notice
- NES Report (Draft & Final)
- Wetland Delineation Report (Draft & Final)
- ASR/HPSR (Draft & Final)
- Farmland Impact Assessment Report (Draft & Final)
- IS/MND (Draft & Final)
- MMRP
- CE Determination Form
- NOD
- Environmental Permits
- Habitat Assessment Reports (Draft & Final) (Optional)

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copy to Caltrans, along with any recommendations for mitigation. A report or technical memorandum will be prepared to discuss the results, and the results will be incorporated into the CEQA/NEPA documentation. The report will be submitted to the County, QEI, and Caltrans for review.

Task 7.7 – CEQA/NEPA Environmental Document

Based on the assumption that there are no significant, unmitigable environmental impacts or significant public controversy associated with the project, CEQA documentation will be an initial study (IS), and NEPA documentation will be a Categorical Exclusion (CE) supported by technical studies. CEQA approval will be in the form of a mitigated negative declaration (MND), with mitigation based on the results of the IS and associated technical studies identified under Task 6. NEPA approval will be in the form of a CE supported by technical studies.

Subtask 7.7.1 – Prepare Administrative Draft Initial Study

NSR will prepare an Administrative Draft IS/MND using the environmental checklist form included as Appendix G of the CEQA guidelines (or other format preferred by the County). The document will be prepared in a narrative format that describes the environmental setting for the study area, summarizes the results of the technical studies (ASR, NES, wetland delineation, etc.), identifies potential impacts resulting from the proposed project, and recommends mitigation measures (as appropriate). Each issue area covered in the environmental checklist (Appendix G) will be evaluated at a suitable level of detail to fully address all potential impacts of the proposed project. The IS will only analyze the preferred project alternative at a full level of detail. An administrative draft IS will be submitted to the County and Quincy for review and comment. We will also circulate the administrative draft IS to other responsible agencies, as deemed appropriate by the County.

Efficiency Opportunities:

To increase efficiency and reduce overall cost, NSR recommends that the two bridge replacement projects be evaluated in a single CEQA document. The County as the CEQA Lead Agency will ultimately be responsible for making this decision.

Subtask 7.7.2 – Prepare Draft Initial Study & Notice of Intent to Adopt a Mitigated Negative Declaration

After the County, Quincy, and other potential responsible agencies complete their review of the administrative draft IS, NSR will incorporate their comments into a public draft IS, making certain to include any needed or proposed mitigation measures. NSR will also prepare a Notice of Intent to Adopt a Mitigated Negative Declaration. We will bind this document together with the draft IS, and begin public notification of the availability of the environmental document. In addition, we will complete the Notice of Completion (NOC) form on behalf of the County and submit to the State Clearinghouse along with 15 copies of the IS/MND. NSR will also mail out copies of the IS/MND. We recommend the County provide a 30-day public comment period.

Subtask 7.7.3 – Prepare Final Initial Study/Mitigated Negative Declaration

Assuming comments warranting substantial revision or recirculation of the IS are not received, then NSR will complete the following:

- After the close of the public comment period, NSR will review the public and agency comments with the County, compile and number all substantive comments, and provide written responses for each comment provided. Note: the level of effort to respond to comments assumes up to 8 hours of technical staff time. Additional budget may be required if extensive and substantive comments are received. NSR will provide the County with a draft set of responses to comments for review and approval. The draft IS/MND will become the final IS/MND and the final written responses to comments will be included as an appendix. NSR will prepare for and lead the CEQA portion of the public hearing before the Board of Supervisors about adoption of the MND and project approval.

Subtask 7.7.4 – Prepare Mitigation Monitoring & Reporting Plan

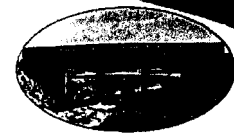
A Mitigation Monitoring and Reporting Plan (MMRP) shall be prepared by NSR that summarizes all of the project mitigation measures, the responsible parties for implementing each measure, and the timing for each measure. The MMRP would be included as an appendix to the final environmental document.

Subtask 7.7.5 – Coordinate Final CEQA & NEPA Approval

NSR will coordinate the final stages of the CEQA process with the County. CEQA approval, via adoption of a negative declaration with mitigation, would be obtained at a regularly scheduled meeting of the County Board of Supervisors. CEQA requires that the lead agency file a Notice of Determination (NOD) with the



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County Clerk and with the State Office of Planning and Research after deciding to approve a project for which a negative declaration has been adopted. NSR will assist the County with preparing the NOD.

NSR will complete the Categorical Exclusion Determination Form, including a full summary of environmental commitments, and submit to Caltrans for review and final approval of the NEPA CE.

Task 7.8 – Environmental Permitting

NSR will prepare permitting packages for the County's signature and submittal. Based on the issues associated with the proposed project, NSR anticipates the following permits will be required:

Section 404 Permit (U.S. Army Corps of Engineers)

The form of USACE Section 404 permit needed to construct the project will depend on the area of fill that is discharged into "waters of the U.S." (e.g., wetlands, the creek) and the location of the project. NSR will apply the most current project design information to the wetlands mapping to determine impacts. Based on our understanding of the proposed project, it is anticipated that the project can be authorized under a Nationwide Permit #14 (Linear Transportation Projects). Preparation of an Individual Permit application or Letter of Permission (LOP) is not expected to be needed and is excluded from this scope of work. As part of the Section 404 permit process, the following tasks will be completed.

- NSR shall prepare a Pre-construction Notification (PCN) letter, which includes a wetland impact map.
- Potential mitigation strategies might include purchasing credits at a mitigation bank or participation in an in-lieu fee program. For purposes of this scope, detailed (i.e., engineering-level design drawings) mitigation planning and design are excluded from this scope of work.
- The County will submit the application and will be responsible for coordination with the USACE. NSR will respond, per the County's request, to USACE comments regarding the processing of the PCN authorization.

Section 401 Water Quality Certification (Central Valley Regional Water Quality Control Board)

- Projects requiring a Section 404 permit from the USACE must also obtain a water quality certification per Section 401 of the Clean Water Act. NSR will prepare a request for water quality certification for the project per Section 401 of the Clean Water Act.
- The County will be responsible for submitting the application to the Central Valley Regional Water Quality Board (Board) and for coordination with the Board. NSR will respond, per the County's request, to RWQCB comments regarding the processing of this application. The County would be responsible for any required fees to the State Water Resources Control Board.

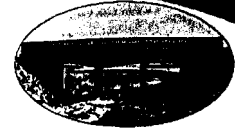
Section 1600 Streambed Alteration Agreement (California Department of Fish and Game)

- Pursuant to the California Fish and Game Code, a public entity proposing an activity that will substantially divert or obstruct the natural flow or substantially change the bed, channel, or bank of any river, stream, or lake designated by the CDFG must receive a discretionary Streambed Alteration Agreement. NSR will prepare the application for the Streambed Alteration Agreement for the project per Section 1602 of the California Fish and Game Code.
- The County will submit the application to the CDFG. NSR will respond, per the County's request, to CDFG comments regarding the processing of this application. The County would be responsible for all permit application fees required by the CDFG.

Task 7.9 – Habitat Assessment for San Joaquin Kit Fox & California Tiger Salamander (Optional)

If determined to be necessary based on initial field observations and recommendations by Caltrans District 10, NSR will conduct a focused assessment of the potential for the San Joaquin kit fox to occur in the project study area (based on the San Joaquin Kit Fox Survey Protocol for the Northern Range (U.S. Fish and Wildlife Service 1999)) and submit an assessment report to Caltrans and USFWS. This "early evaluation" will include: (1) a brief description of the proposed project, (2) a compilation of sighting records within a 10-mile radius of the project site, (3) a description of vegetation communities at the project site, (4) a description of continuity of the vegetation communities between the site and the 10-mile radius, (5) an assessment of habitat suitability for kit fox (based on walking transects covering all habitat potentially suitable for kit fox), (6) analysis of any potential adverse effects of the project on kit fox, (7)

Detailed Scope of Work/Gallup



recommendations for mitigating the adverse effects, if applicable, and (8) an analysis of potential cumulative effects on the kit fox.

If it is also determined to be necessary, NSR will conduct a habitat assessment for California tiger salamander. This assessment can be conducted concurrently with the San Joaquin kit fox habitat assessment to reduce project cost. As part of the assessment, the following project site characteristics will be recorded: topography, plant communities, presence and types of water bodies, soil type presence/absence of small mammal burrows, current land use, and description of adjacent lands. Following the site assessment, the results will be summarized in a habitat assessment report includes an assessment of the suitability of the site as upland and/or breeding habitat for the species. The report should include a site map and representative photographs of upland and potential breeding habitat. The habitat assessment report will be submitted to Caltrans initially and then provided to USFWS and CDFG as requested by Caltrans.

For purposes of this scope of work, protocol-level surveys and preparation of a separate Biological Evaluation for these two species are not included. After receipt of USFWS comments on the habitat assessment, the County, QEI, and NSR would discuss the appropriate course of action with Caltrans for addressing project-related impacts to these species.

TASK 8 – PUBLIC OUTREACH | (WBS 165)

With only one property owner expected to be affected by the project and the remoteness of the site, the public outreach effort is not expected to be significant on this project. QEI will assist the County in putting together mailers and participate in one (1) one-on-one meeting with the effected property owner.

Task 8 Product:

- One (1) one-on-one meeting

TASK 9 – PLANS, SPECIFICATIONS & ESTIMATE (PROJECT REPORT AND PS&E) | (WBS 180, 230, 240, 250, 255, 260)

Tasks 9.1 Bridge Design

QEI will design the structure using Load Resistance Factor Design following "AASHTO LRFD Bridge Specifications, 4th edition with the 2008 interims and the California Amendments". For seismic Design Caltrans Seismic Design Criteria (Version 1.6) will be followed. Other references that QEI will follow are Caltrans Division of Structures "Bridge Memo to Designers", Bridge Design Aids", "Bridge Design Details" and the "Office of Specially Funded Projects Information and Procedure Guide".

Task 9.2 Approach Roadway Design

The final approach roadway design (Geometric Approval Drawings) will be completed in accordance with County Standards, AASHTO's "A Policy on Geometric Design of Highways and Streets", Caltrans Highway Design Manual, and Caltrans Standard Specifications. Final grading and drainage details will be developed as well as new/existing roadway conformance details, as required. Typical Cross Sections will show and dimension all geometric elements, including pavement widths, shoulders, curbs, medians, drainage ditches, landscaping concepts, and right-of-way. They will be developed on approximately 50-foot intervals.

QEI will develop staged construction/traffic handling plans which will depict the sequence of construction activities as well as how traffic will maneuver throughout the project area during this time. Temporary traffic control items such as K-rail, cones, striping, etc. will be clearly shown on the plans for each.

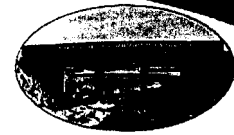
QEI will develop signing and pavement delineation plans per Stanislaus County standards.

The plan sheets will be prepared in CADD according to the County's and Caltrans' drafting standards. Plans will be prepared in English units and will be consistent with Caltrans' Standard Plans. All plans will be signed by the civil

Task 9 Products:

- Bridge & Roadway Details
- 60% Road & Bridge Plans
- 60% Road & Bridge Calculations
- Comment Summary Forms
- Specifications
- Roadway & Structure Quantities
- Construction Cost Estimate
- QA/QC Checklist
- 90% PS&E
- Final (100%) PS&E
- RE Pending File

Detailed Scope of Work/Gallup



engineer (registered in the state of California) in responsible charge of the design, in accordance with the Local Programs Manual. The project is expected to consist of a cast-in-place concrete slab over Gallup Creek.

Task 9.2.1 – Fact Sheet for Design Exceptions

QEI will identify all non-standard features and prepare a design exception matrix for up to 3 alternatives identifying the non-standard feature, standard which is violated, etc. QEI will use this to coordinate with the County to determine which non-standard items will be included within Design Exception Fact Sheets. Once a preferred alternative is selected, QEI will prepare draft and final Fact Sheets for County approval for the preferred alternative.

Task 9.2.2 – Utility Location Determination

QEI will send "A" letters to utility companies and incorporate their feedback onto the project topographic map. Locations of utilities will be rectified through field reviews. Though not expected, any high risk utilities would be shown and emphasized on the base mapping.

Task 9.3 – Conceptual Storm Water Pollution Prevention Plan (SWPPP)

QEI will prepare documentation and submit project information for the Notice of Intent to invoke the State Water Resources Control Board (SWRCB) NPDES Construction General.

QEI will have a Qualified SWPPP Developer (QSD) prepare a Conceptual Storm Water Pollution Prevention Plan (SWPPP) that incorporates the minimum Best Management Practices (BMPs) required by the NPDES permit for the calculated Risk Level. QEI will calculate the Risk Level using the methods prescribed by the permit.

The Conceptual SWPPP will consist of plans, specifications and contract bid items showing the anticipated locations of required BMPs, based on an assumed construction staging approach and schedule. The contractor will be required to submit their own SWPPP and other Permit Registration Documents (Construction Site Monitoring Program, Rain Event Action Plan, Sampling and Analysis Plan, inspection forms etc.) prior to mobilizing on the project site. The intent of the Conceptual SWPPP is to provide enough information to the SWRCB to obtain a Waste Discharge Identification Number and to develop quantities for contract pay items that are anticipated for BMP implementation. The Conceptual SWPPP will not address the specifics of construction site management, sampling and testing, or spill response. The Conceptual SWPPP will be certified by a QSD, and approved by the Client (LRP)

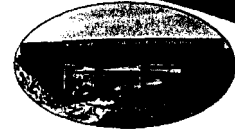
Task 9.4 – Design & Submittal of 60% Plans (Unchecked Details)

Open communication between the County's staff and the QEI design staff will provide both parties with the opportunity for input during the plan preparation stage. This will ensure that both roadway and bridge design parameters are adequately addressed. A meeting will be held upon completion of the unchecked bridge details to discuss both the bridge and the roadway plans. (This should save considerable time in the County's review of the Draft PS&E because most of the major issues will have been previously discussed and addressed.)

The following plan sheets are anticipated:

Bridge Plans	Roadway Plans
Bridge General Plan	Title Sheet and Location Map
Deck Contours	Typical Sections
Foundation Plan	Layouts
Abutment Layouts	Profile Sheets
Abutment Details	Construction Details
Pier Layout	Construction Area Signs
Pier Details	Traffic Handling Plans
Typical Section	Pavement Delineation and Sign Plans
Girder/Slab Layout	Quantities Sheets
Girder/Slab Reinforcement	
Bridge Railing Details	
Approach Slab Details	
Log of Test Borings Sheet	

Detailed Scope of Work/Gallup



The 60% submittal shall consist of the following:

- Two (2) sets of full sized 22"x34" prints;
- Three (3) bound hard copies, one (1) unbound hard copy and one (1) electronic copy of 11"x17" prints;
- Three (3) copies of the Engineer's Estimate;
- Two (2) copies of the Foundation Reports; and
- Stanislaus County's "red-lined" set of plans from the previous submittal.

Task 9.5 – Independent Design Check

CH2M Hill will perform a bridge independent check of QEI's bridge design using Caltrans' latest standards. Comments will be provided in a review comment form and on marked up plan sheets.

Task 9.6 – Specifications

Technical Special Provisions based on Caltrans Standard Special Provisions (SSP) will be combined with County-provided boilerplate specifications. We will provide a hard copy and disc copy of the specifications for the County's review.

Task 9.7 – Construction Quantities & Estimate

QEI will prepare a detailed estimate. The estimate will be comprised of unit prices placed on detailed quantity and check quantity calculations. Construction costs for the estimate will be developed using current bid results from similar projects, Caltrans data base information along with prices from Caltrans latest Construction Cost manual.

Task 9.8 – Quality Control & Constructibility Review

As an integral part of the QEI QA/QC Program, a senior level engineer will review the entire draft PS&E (95% PS&E) package for uniformity, compatibility, and constructibility as well as conformance with the Federal HBP requirements.

The review will include comparing bridge plans with the roadway plans for conflicts or inconsistencies, and to ensure that the final design is in accordance with all environmental documents, permit requirements, hydraulics reports, and foundation recommendations. The specifications and estimate will be reviewed for consistency with the plans, and to ensure that each construction item has an associated pay clause.

QEI also has an in house Construction Management Group. They will perform a Constructability Review of the plans and specifications.

Task 9.9 – Submittal of 90% (Draft) PS&E

After the QA/QC and constructability reviews have been completed the Draft PS&E along with design, check, and quantity calculations, will be submitted to the County for their review.

The 90% submittal shall consist of three (3) bound hard copies, one (1) unbound hard copy, and one (1) electronic copy of the following:

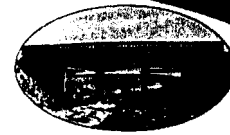
- Responses to County comments on the 60% submittal
- Checked complete 22"x34" replacement structure/roadway and channel plans;
- County Boiler Plate and Special Provisions;
- Detailed construction estimate and working day schedule; and
- Stanislaus County's "red-lined" set of 60% plan comments.

TASK 9.10 – Final 100% PS&E

Upon receiving County comments on the 90% submittal QEI will prepare the final plans, specifications and estimate. We will submit three (3) bound hard copies, one (1) unbound hard copy, and one (1) electronic copy of the following:

- Final design plans with cover sheet stamped and signed by the project engineer in both full- and half-sizes (11"x17");
- One original stamped and wet-signed signature page of the Special Provisions;
- Contract Specifications;
- Final design and design check calculations;
- Quantity and quantity check calculations;
- Working day schedule;
- San Joaquin County's "red-lined" set of 90% plan comments;
- Final Engineer's Estimate and
- UDBE/DBE percentage based on final Engineer's Estimate

Detailed Scope of Work/Gallup



TASK 9.11 – Resident Engineers (RE) Pending File

QEI will prepare the Project RE Pending File which will include the following:

- Environmental Commitments Record
- Cross Sections
- Bridge As-built Plans
- Joint Movement Calculation Sheet (Bridge Replacement Project)
- Structure Four-Scales (Bridge Replacement Project)

TASK 10 - RIGHT-OF-WAY SERVICES | (WBS 220, 225)

Task 10.1 – Right of Way & Mapping

Prepare a Right-of-Way Requirements Map for the site based on identified right-of-way requirements. The Right-of-Way Requirements Map shall define all property acquisition required. It appears that the projects will require temporary construction easements from one property based on a review of the Stanislaus County Assessor's Maps. Prepare an Easement Requirements Map based on identified easement requirements. The Easement Requirements Map shall define all easement acquisitions required. Prepare appropriate right-of-way and easement legal descriptions and exhibits for one parcel.

- a. Procure Preliminary Title Reports for each property affected by right-of-way acquisition (1 Title Report).
- b. Prepare legal descriptions and plats for temporary construction easements, staging areas, and disposal areas for excess soil generated by project construction.
- c. Specify existing and proposed rights-of-way, land dedications, and easement agreements.
- d. 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.
- e. Prepare and file a Record of Survey for any new right-of-way required, and/or for any other triggers specified in the Professional Land Surveyors Act.
- f. Prepare final right-of-way map and legal descriptions for acquisition of all necessary parcels and easements.

Task 10 Products:

- Preliminary Right-of-Way Map including Existing Right-of-Way & Adjoining Property Information
- Appraisal & Acquisition for one parcel
- Final Right-of-Way Map

Task 10.2 – Appraisals, Review Appraisals & Acquisitions

Bender Rosenthal Inc. (BRI) will provide the professional services for the land acquisition, real estate appraisal, appraisal review, and relocation assistance required for this project.

Acquisition & Relocation services will be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC 4601 *et seq.*) and implementing regulation, 49 CFR Part 24; California Government Code Section 7267 *et seq.*; California Code of Civil Procedure Sections 1263.010 to 1263.620 and 1255.010 to 1255.060; Housing and Community Development Title 25; State of California, Department of Transportation, Right of Way Manual, as applicable. A general discussion of the scope is as follows:

Right of Entry

Prepare Rights of Entry for all property owners.

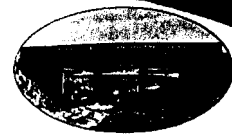
Appraisal Services

BRI will develop complete appraisals for Stanislaus County that will state the estimated fair market value of the fee simple interest in each referenced property. The appraisal reports will be summary appraisal reports that will be prepared in conformance with and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation. Jurisdictional exceptions may apply in some cases.

Independent Appraisal Review

Per Federal and State regulations, (Uniform Act) a qualified reviewing appraiser shall examine all appraisals to assure that they meet applicable appraisal requirements and shall, prior to acceptance, seek necessary correction or revisions. In addition, the review appraiser shall certify that the opinion of fair market value is reasonably supported by an acceptable appraisal. BRI is pleased to include Mr. Stephen Rosenthal, MAI, as the independent reviewer for the project. Mr. Rosenthal will ensure the appraisals meet all Federal and State regulations.

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Acquisition Services

Bender Rosenthal, Inc. proposes to develop all necessary contracts, conveyance documents and escrow instructions necessary to make offers based on the County's process. We will meet with the owners, and convey documents until acceptance or impasse is reached.

TASK 11 - BIDDING & POST-AWARD ASSISTANCE | (WBS 285.10.15) (OPTIONAL)

The individuals that were directly involved in the design will be available during the bid period to interpret the plans and specifications, prepare addenda if needed, and provide general consultation to the County to obtain bids. When the construction bids are opened, Quincy Engineering will be available to provide analysis and recommendations concerning award of the contract.

Task 11 Products (Optional):

- Plan Review
- Response to RFIs & CCOs
- Site Observations

Task 11.1 - Bidding Assistance/Construction Support

QEI will provide the following bidding and construction support services for Stanislaus County on a time and materials basis. For budget purposes we have assumed 60 hours:

- Prepare Resident Engineer and Surveyor files;
- Attend pre-bid and pre-construction meetings;
- Respond to Requests for Information and prepare addenda, as needed;
- Review and provide comments on shop plan drawings;
- Construction site observations; and
- Develop updated plans or plan revisions as needed.

Task 11.2 – Prepare Record Drawings

QEI will prepare Record Drawings based upon the redlines submitted by the Contractor and Resident Engineer.

ASSUMPTIONS

1. The County will be responsible for printing and distributing bid documents.
2. The County will be responsible for Construction Management.
3. The two projects will follow a similar schedule which will maximize efficiencies.



**EXHIBIT C
CONSULTANTS FEE SCHEDULE**

Project Name: Stanislaus County - Cooperstown Rd. over Gallup Cr. Bridge

Date: 4/29/2012

Direct Labor:		\$50,244.83
Overhead (1.664):		<u>\$83,607.40</u>
Project Escalation (3% per year)	2.0 yr @ 3%=	<u>\$8,031.13</u>
A. Subtotal:		<u>\$141,883.36</u>

Subconsultant Costs:		
(1). North Sate Resources:		<u>\$73,633.00</u>
(2). Taber:		<u>\$33,160.00</u>
(3). Avila:		<u>\$19,980.00</u>
(5). Bender Rosenthal:		<u>\$23,900.00</u>
(6). NorthStar:		<u>\$41,385.00</u>
(7). Ch2M Hill:		<u>\$17,000.00</u>
B. Subconsultant Subtotal:		<u>\$209,058.00</u>

Other Direct Costs:		
Plotter/Computer	0.0hrs @ \$10.0	<u>\$0.00</u>
Travel	4650 @ \$0.550 per mi.	<u>\$2,558.00</u>
Phone/Fax		<u>\$100.00</u>
Delivery		<u>\$100.00</u>
Printing: Black Line		<u>\$0.00</u>
Boards \$100/bd	total 5	<u>\$500.00</u>
81/2 X 11		<u>\$140.00</u>
11 X 17		<u>\$140.00</u>
Misc.		
(1). Travel and misc.:		<u>\$100.00</u>
(2). :		<u>\$0.00</u>
(3). :		<u>\$0.00</u>
C. Direct Cost Subtotal:		<u>\$3,638.00</u>

A =	<u>\$141,883.36</u>
Fixed Fee (12.0%):	<u>\$17,026.00</u>
B+C =	<u>\$212,696.00</u>
Fee (0.0%):	<u>\$0.00</u>

TOTAL NOT TO EXCEED = \$371,605.36

NOTE: Labor costs to be invoiced based on actual hourly rate plus overhead plus fee. Subconsultants and Other Direct Costs to be invoiced at actual costs.

**EXHIBIT D
PROJECT SCHEDULE**

Cooperstown Road Bridges over Gallup and Rydberg Creek - Stanislaus County

ID	Task Name	Duration	Start	Finish	Predecessors	2013				2014				2015		
						Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2		
1	PHASE 1 - Project Kickoff & Preliminary Engineering Tasks	30 wks	Tue 5/15/12	Mon 12/10/12												
2	BOS Execute Agreement	0 days	Tue 5/15/12	Tue 5/15/12												
3	NTP	0 days	Mon 5/21/12	Mon 5/21/12	2FS+1 wk											
4	1 - Project Management and Meetings	0.2 wks	Mon 5/28/12	Mon 5/28/12												
5	Kickoff Meeting	1 day	Mon 5/28/12	Mon 5/28/12	3SF+1 wk											
6	2 - Topography Survey	7 wks	Tue 5/29/12	Mon 7/16/12												
7	Rights of Entry	3 wks	Tue 5/29/12	Mon 6/18/12	5											
8	Topographic Survey	4 wks	Tue 6/19/12	Mon 7/16/12	7											
9	Stream Cross-Sections	2 days	Fri 6/22/12	Mon 6/25/12	8SS+3 days											
10	Identify ROW and Property Lines	10 days	Tue 7/3/12	Mon 7/16/12	8FF											
11	Identify Utilities, Trees, etc.	5 days	Tue 7/10/12	Mon 7/16/12	8FF											
12	3 - Hydraulic Analysis	24 wks	Tue 6/26/12	Mon 12/10/12												
13	Data Collection	10 days	Tue 6/26/12	Mon 7/9/12	8SS+5 days											
14	Hydraulic and Scour Analysis	25 days	Tue 7/17/12	Mon 8/20/12	8,13											
15	Draft DHS and LHS	10 days	Tue 8/21/12	Mon 9/3/12	14											
16	Final DHS and LHS	30 days	Tue 10/30/12	Mon 12/10/12	15,27											
17	4 - Geotechnical Investigations	23.2 wks	Mon 6/18/12	Mon 11/26/12												
18	Preliminary Geotechnical Investigation	10 days	Mon 6/18/12	Fri 6/29/12	5SS+15 days											
19	Field Exploration and Lab Tests	30 days	Mon 7/2/12	Fri 8/10/12	18											
20	Draft Foundation Report / LOT Borings	15 days	Mon 8/13/12	Fri 8/31/12	19											
21	Final Foundation Report/LOT Borings	20 days	Tue 10/30/12	Mon 11/26/12	27											
22	5 - Strategy Report / Br. Type Selection / 30% Road Plans	22 wks	Tue 5/29/12	Mon 10/29/12												
23	Preliminary Roadway Plans	10 wks	Tue 7/31/12	Mon 10/8/12	8,14SS+10 days											
24	Strategy Report / Strategy Meeting	30 days	Tue 6/26/12	Mon 8/6/12	14SS-15 days											
25	Type Selection	30 days	Tue 8/7/12	Mon 9/17/12	24											
26	Draft Project Report	5 wks	Tue 9/4/12	Mon 10/8/12	25FS-2 wks											
27	Final Project Report	3 wks	Tue 10/9/12	Mon 10/29/12	26											
28	Utility Coordination (Contact Utilities)	16 wks	Tue 5/29/12	Mon 9/17/12	5											
29	6 - HBP Application & Funding Assistance	12 wks	Tue 8/7/12	Mon 10/29/12												
30	HBP Assistance	12 wks	Tue 8/7/12	Mon 10/29/12	24											
31	PHASE 2 - Environmental Clearance and Final Design	149 wks	Tue 7/10/12	Mon 5/18/15												
32	7 - Environmental Documents / Permits	120 wks	Tue 7/10/12	Mon 10/27/14												
33	Prep Proj Description, Purpose & Need	5 wks	Tue 7/17/12	Mon 8/20/12	7FS+4 wks											
34	Public Notice for Fed Executive Orders	2 days	Tue 8/21/12	Wed 8/22/12	33											
35	Data Collection and Prepare APE Map	1 mon	Tue 7/10/12	Mon 8/6/12	7FS+3 wks											
36	Field Review, PES Form & APE Approval by CT	1 mon	Tue 7/17/12	Mon 8/13/12	8											
37	Technical Studies	44 wks	Tue 8/14/12	Mon 6/17/13												
38	Prepare NES Report	4 mons	Tue 8/14/12	Mon 12/3/12	36											
39	Prepare Wetland Delineation Report	4 mons	Tue 8/14/12	Mon 12/3/12	36											
40	Prepare ASR / HPSR / HRER	6 mons	Tue 8/14/12	Mon 1/28/13	36											
41	Section 106	11 mons	Tue 8/14/12	Mon 6/17/13	36											
42	Prepare Floodplain Encroachment Form	4 mons	Tue 8/14/12	Mon 12/3/12	36											

Date: Fri 4/6/12

Task		Milestone		Rolled Up Critical Task		Split		Group By Summary	
Critical Task		Summary		Rolled Up Milestone		External Tasks		Deadline	
Progress		Rolled Up Task		Rolled Up Progress		Project Summary			

Cooperstown Road Bridges over Gallup and Rydberg Creek - Stanislaus County

ID	Task Name	Duration	Start	Finish	Predecessors	2013				2014				2015		
						Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2		
43	Complete CEQA/ NEPA Enviro Doc's	31 wks	Tue 6/18/13	Mon 1/20/14												
44	Prepare IS/MND	2 mons	Tue 6/18/13	Mon 8/12/13	38,39,40,41,42											
45	Public Draft - 30 day review	1 mon	Tue 8/13/13	Mon 9/9/13	44											
46	Prepare Final IS/MND	1 mon	Tue 9/10/13	Mon 10/7/13	45											
47	Prep Mitig Monitoring and Reporting Plan	3 wks	Tue 10/8/13	Mon 10/28/13	46											
48	Coordinate Final CEQA Approval	3 mons	Tue 10/29/13	Mon 1/20/14	47											
49	Coordinate Final NEPA Approval	3 mons	Tue 6/18/13	Mon 9/9/13	41											
50	Permits	40 wks	Tue 1/21/14	Mon 10/27/14	49											
51	Secure Regulatory Permits	10 mons	Tue 1/21/14	Mon 10/27/14	48,49											
52	8 - Public Outreach	10 wks	Tue 9/10/13	Mon 11/18/13												
53	One-on-one meetings	10 wks	Tue 9/10/13	Mon 11/18/13	49											
54	9 - Plans, Specifications & Estimate (PS&E)	46 wks	Tue 1/21/14	Mon 12/8/14												
55	Design	9 wks	Tue 1/21/14	Mon 3/24/14												
56	Bridge Design	9 wks	Tue 1/21/14	Mon 3/24/14	49,48,30,53											
57	Approach Roadway Design	9 wks	Tue 1/21/14	Mon 3/24/14	48,49,30											
58	Detailing 60%	35 days	Tue 3/11/14	Mon 4/28/14	56FS-10 days,57FS-10 day											
59	Submittal 60% Plans	0 days	Mon 5/5/14	Mon 5/5/14	58FS+5 days											
60	County Review of 60% Plans	4 wks	Tue 5/6/14	Mon 6/2/14	59											
61	Independent Check	8 wks	Tue 5/6/14	Mon 6/30/14												
62	Bridge Independent Check	40 days	Tue 5/6/14	Mon 6/30/14	59											
63	Roadway Independent Check	20 days	Tue 5/6/14	Mon 6/2/14	59											
64	Detailing 90%	10 days	Tue 7/1/14	Mon 7/14/14	62,63											
65	Specifications	10 days	Tue 7/22/14	Mon 8/4/14	66SS+5 days											
66	Construction Quantities and Estimate	10 days	Tue 7/15/14	Mon 7/28/14	64											
67	Quality Control and Constructibility Review	10 days	Tue 8/12/14	Mon 8/25/14	65FS+1 wk											
68	Submit 90% (Draft) PS&E	5 days	Tue 9/2/14	Mon 9/8/14	67FS+5 days,49											
69	County review of 90%	5 wks	Tue 9/9/14	Mon 10/13/14	68											
70	Address 90% Review Comments	15 days	Tue 10/14/14	Mon 11/3/14	69											
71	Submit 100% (Draft) PS&E	0 days	Mon 11/10/14	Mon 11/10/14	70FS+5 days											
72	County Review of Draft 100%	3 wks	Tue 11/11/14	Mon 12/1/14	71											
73	Submit 100% (Final) PS&E	0 days	Mon 12/8/14	Mon 12/8/14	72FS+5 days											
74	10 Right-of-Way Services	36 wks	Tue 5/6/14	Mon 1/12/15												
75	Plat & Legal Descriptions	2 mons	Tue 5/6/14	Mon 6/30/14	48,49,59,28											
76	Appraisals, Review Appraisals, Aquisitions	6 mons	Tue 7/1/14	Mon 12/15/14	75											
77	Right-of-Way Certification	1 mon	Tue 12/16/14	Mon 1/12/15	76											
78	11- Bidding & Post-Award Assistance	18 wks	Tue 1/13/15	Mon 5/18/15												
79	E76 for Construction	5 wks	Tue 1/13/15	Mon 2/16/15	77											
80	Assist with Bid Package Preparation	15 days	Tue 2/17/15	Mon 3/9/15	79											
81	Advertise	6 wks	Tue 3/10/15	Mon 4/20/15	80											
82	Bidding Assistance	4 wks	Tue 3/24/15	Mon 4/20/15	81FF											
83	Award Construction Contract	4 wks	Tue 4/21/15	Mon 5/18/15	81											

Date: Fri 4/6/12

Task		Milestone		Rolled Up Critical Task		Split		Group By Summary	
Critical Task		Summary		Rolled Up Milestone		External Tasks		Deadline	
Progress		Rolled Up Task		Rolled Up Progress		Project Summary			

STANISLAUS COUNTY

ADDENDUM TO THE PROFESSIONAL DESIGN SERVICES AGREEMENT FOR FEDERALLY FUNDED PROJECTS

CONSULTANT: Quincy Engineering, Inc.
PROJECT: Cooperstown Road over Gallup Creek Bridge Replacement
BRLO-5938 (191)

In addition to, and notwithstanding, the requirements set forth in the Professional Design Services Agreement, CONSULTANT agrees to the following:

1. SUBCONTRACTING

A. The CONSULTANT shall perform the Services with resources available within its own organization; and no portion of the work pertinent to this agreement shall be subcontracted without written authorization by the COUNTY, except that, which is expressly identified in the approved Cost Proposal.

B. Any subcontract in excess of \$25,000 entered into as a result of this agreement, shall contain all the provisions stipulated in this agreement to be applicable to subcontractors.

C. Any substitution of subcontractors must be approved in writing by the COUNTY.

2. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION (LOBBYING CLAUSE)

The CONSULTANT warrants that this agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion; to terminate the agreement without liability; to pay only for the value of the work actually performed; or to deduct from the agreement price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

3. DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONSULTANT'S signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter

involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the COUNTY.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

4. CONFLICT OF INTEREST

A. The CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this agreement, or any ensuing COUNTY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this agreement, or any ensuing COUNTY construction project, which will follow.

B. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.

C. Any subcontract in excess of \$25,000 entered into as a result of this agreement, shall contain all of the provisions of this Article.

D. The CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with the CONSULTANT will bid on any construction agreement, or on any agreement to provide construction inspection for any construction project resulting from this agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

E. Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this agreement shall be eligible to bid on any construction agreement, or on any agreement to provide construction inspection for any construction project resulting from this agreement.

5. SALARY ESCALATION

The CONSULTANT will be allowed a yearly escalation of 3% as shown in EXHIBIT C.

6. EQUIPMENT PURCHASE

A. Prior authorization, in writing, by the COUNTY shall be required before the CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. The CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in the CONSULTANT'S Cost Proposal and exceeding \$5,000 prior authorization by the

COUNTY; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this agreement is subject to the following: "The CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the COUNTY shall receive a proper refund or credit at the conclusion of the agreement, or if the agreement is terminated, the CONSULTANT may either keep the equipment and credit the COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit the COUNTY in an amount equal to the sales price. If the CONSULTANT elects to keep the equipment, fair market value shall be determined at the CONSULTANT'S expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the COUNTY and the CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the COUNTY."

D. All subcontracts in excess \$25,000 shall contain the above provisions.

7. COST PRINCIPLES

A. The CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.

B. The CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to the COUNTY.

8. REIMBURSEMENT OF TRAVEL & SUBSISTENCE

COUNTY agrees to pay pre-approved travel and subsistence expenses per the County's Travel Policy.

9. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; the CONSULTANT, subcontractors, and the COUNTY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the agreement, including but not limited to, the costs of administering the agreement. All parties shall make such materials available at

their respective offices at all reasonable times during the agreement period and for three years from the date of final payment under the agreement. The state, the State Auditor, COUNTY, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONSULTANT that are pertinent to the agreement for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Subcontracts in excess of \$25,000 shall contain this provision.

10. PERFORMANCE PERIOD

A. This agreement shall go into effect on July 10, 2012, contingent upon approval by the COUNTY, and the CONSULTANT shall commence work after notification to proceed by the COUNTY. The agreement shall end on May 18, 2015, unless extended by agreement amendment.

B. The CONSULTANT is advised that any recommendation for agreement award is not binding on the COUNTY until the agreement is fully executed and approved by the COUNTY.


11. TERMINATION

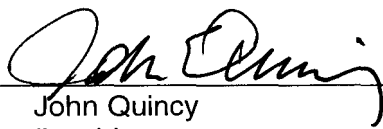
The COUNTY reserves the right to terminate this agreement upon thirty (30)-calendar days written notice to the CONSULTANT with the reasons for termination stated in the notice.

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

COUNTY OF STANISLAUS

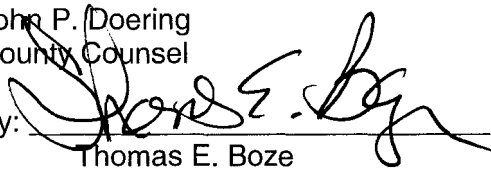
QUINCY ENGINEERING, INC.

By: 
Matt Machado, Director
Department of Public Works

By: 
John Quincy
President

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 
Thomas E. Boze
Deputy County Counsel