

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

DEPT: Public Works *P. Kelly*

BOARD AGENDA # *C-4

Urgent Routine

AGENDA DATE September 10, 2013

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Award a Contract for Project Approval and Environmental Documentation Services to Mark Thomas & Company of Sacramento, California, for the St. Francis Avenue over Modesto Irrigation District Main Canal Bridge Replacement Project in Stanislaus County, Federal Project Number: BRLO-5938(193)

STAFF RECOMMENDATIONS:

1. Award a contract for Project Approval and Environmental Documentation (PA&ED) bridge engineering services to Mark Thomas & Company of Sacramento, California in the amount of \$198,184 for the St. Francis Avenue over Modesto Irrigation District (MID) Main Canal bridge replacement project.
2. Authorize the Director of Public Works to execute a contract with Mark Thomas & Company in the amount of \$198,184 and sign necessary documents.

FISCAL IMPACT:

At this time, \$198,184 is needed to fund the PA&ED bridge engineering services contract. Authorization to Proceed (E-76) has been secured from California Department of Transportation for the Preliminary Engineering (PE) phase of the project in the amount of up to \$200,000. The PE phase of this project is 100% federally funded by the Highway Bridge Program and the Bridge Toll Credits. Funding is available in the Fiscal Year 2013-2014 Public Works Road Projects Budget.

BOARD ACTION AS FOLLOWS:

No. 2013-454

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

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

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 Project Approval and Environmental Documentation Services to Mark Thomas & Company of Sacramento, California, for the St. Francis Avenue over Modesto Irrigation District Main Canal Bridge Replacement Project in Stanislaus County, Federal Project Number: BRLO-5938(193)

DISCUSSION:

The St. Francis Avenue Bridge was built in 1924. The current structure allows for two travel lanes with no shoulder on either side. The sufficiency rating of this bridge is 55, on a scale of 100.

The bridge carries traffic on St. Francis Avenue across MID Main Canal. St. Francis Avenue is a county road in the northern part of Stanislaus County, north of Modesto. St. Francis Avenue extends east-west connecting McHenry Avenue/Highway 108 on the east and Tully Road on the west, a distance of approximately one mile. The road has a relatively low average daily traffic of approximately 440 vehicles per day; however, it serves a small residential community, for which access is only available from McHenry Avenue/Highway 108 or Tully Road.

This phase of the bridge replacement project consists of PA&ED which will also identify the bridge replacement strategy. Public Works staff advertised a Notice for Request for Qualifications for all-inclusive bridge consultant services for various projects within Stanislaus County on November 10, 2012, to establish a list of qualified bridge consultants eligible to propose on request for proposals for upcoming projects. This list is valid for two years. The County solicited proposals to previously qualified consultants on this list for the St. Francis Avenue over MID Main Canal project on March 26, 2013.

The scope of design services includes:

- Project management services;
- Preliminary engineering;
- Surveying and base mapping;
- Environmental documentation;
- Utility coordination; and,
- Public outreach.

The scope of the project's physical improvements includes, but is not limited to:

- Providing adequate storm drain runoff control;
- Erosion abatement;
- Liquefaction prevention;
- Bridge structural replacement;
- Approach roadway modification; and,
- Utility adjustments.

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On March 25, 2013, eight proposals were submitted for review. 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 consulting firms that submitted proposals:

- Apex Civil Engineering
- ADKO Engineering
- Cornerstone
- Drake/Haglan
- Mark Thomas & Company
- MGE Engineering, Inc.
- Nolte Vertical Five
- Rajappan & Meyer

Proposals were evaluated based on the following evaluation criteria:

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

Public Works staff reviewed the proposals and recommends awarding a contract in the amount of \$198,184 to Mark Thomas & Company of Sacramento, California, as the most qualified consultant based on the results of the evaluation criteria.

POLICY ISSUES:

The recommended actions are consistent with the Board's priorities of providing A Safe Community, A Healthy Community, and A Well Planned Infrastructure System by initiating the process to replace a deficient bridge in Stanislaus County.

STAFFING IMPACT:

There are no staffing impacts associated with this item.

Approval to Award a Contract for Project Approval and Environmental Documentation Services to Mark Thomas & Company of Sacramento, California, for the St. Francis Avenue over Modesto Irrigation District Main Canal Bridge Replacement Project in Stanislaus County, Federal Project Number: BRLO-5938(193)

CONTACT PERSON:

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

AV:sn
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STANISLAUS COUNTY
Addendum to Professional Design Services Agreement

Consultant: Mark Thomas & Company
Project: St. Francis Avenue over Modesto Irrigation District Main Canal Bridge
Replacement

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

1. CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to the COUNTY's operations, which are designated confidential by the COUNTY and made available to the CONSULTANT in order to carry out this contract, shall be protected by the CONSULTANT from unauthorized use and disclosure.
- B. Permission to Disclose information on one occasion, or public hearing held by the COUNTY relating to the contract, shall not authorize the CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. The CONSULTANT shall not comment publicly to the press or any other media regarding the contract or the COUNTY's actions on the same, except to the COUNTY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. The CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the COUNTY, and receipt of the COUNTY's written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

2. 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.

3. 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.

4. COST PROPOSAL

The Cost Proposal is subject to an audit or Certified Public Accountant (CPA) Indirect Cost (Overhead) Audit Workpaper Review. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the COUNTY's Contract Manager to conform to the Workpaper Review recommendations or audit recommendations. The CONSULTANT agrees that individual terms of cost

identified in the audit report shall be incorporated into the Agreement by this reference if directed by the COUNTY at its sole discretion. Refusal by the CONSULTANT to incorporate the Workpaper Review recommendations or audit recommendations will be considered a breach of the Agreement terms and cause for termination of the Agreement.

5. 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.

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. FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the agreement were executed after that determination was made.
- B. This agreement is valid and enforceable only, if sufficient funds are made available to the COUNTY for the purpose of this contract. In addition, this agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature or COUNTY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. The COUNTY has the option to void the contract under the 30-day cancellation clause, or by mutual agreement to amend the contract to reflect any reduction of funds.

8. INSPECTION OF WORK

The CONSULTANT and any subcontractor shall permit the COUNTY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

9. NONDISCRIMINATION

- A. During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:
- B. Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter “FHWA”) Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- C. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color or national origin, sex, age, and disability/handicap and low income in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- D. Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contract for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap and low income.
- E. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the COUNTY or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the COUNTY, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- F. Sanctions for Noncompliance: In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the COUNTY shall

impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- G. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- H. Cancellation, termination or suspension of the contract, in whole or in part.
- I. Incorporation of Provisions: The contractor shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the COUNTY or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that , in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the COUNTY to enter into such litigation to protect the interests of the COUNTY, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

10. PERFORMANCE PERIOD

- A. This agreement shall go into effect on September 10, 2013, 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 10, 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. PROHIBITION OF EXPENDING LOCAL AGENCY, STATE OR FEDERAL FUNDS FOR LOBBYING CLAUS

- A. The CONSULTANT certifies to the best of his or her knowledge and belief that:
- B. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any

state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

- C. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- E. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

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

- A. 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.

13. REIMBURSEMENT OF TRAVEL & SUBSISTENCE

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

14. RETENTION OF RECORDS/AUDIT

- A. 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.

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

~~15. SALARY ESCALATION~~

~~The CONSULTANT will be allowed salary increases as shown in EXHIBIT C.~~

16. STATE PREVAILING WAGE RATES

A. The CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all federal, state, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

17. SUBCONTRACTING

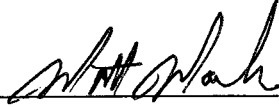
A. The CONSULTANT shall perform the services with resources available within its own organization; and no portion of the work pertinent to this agreement shall be subcontracted without written authorization by the COUNTY, except that, which is expressly identified in the approved Cost Proposal.

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.

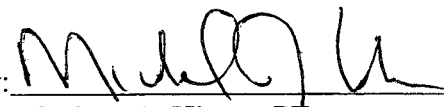
C. Any substitution of subcontractors must be approved in writing by the COUNTY.

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

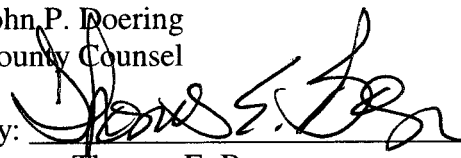
COUNTY OF STANISLAUS

By: 
Matt Machado, Director
Department of Public Works

MARK THOMAS & COMPANY

By: 
~~Robert A. Himes, PE~~
~~Project Director/Vice President~~
Michael J. Lohman
President

APPROVED AS TO FORM:

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

(END OF ADDENDUM)

Board Resolution No.: 2013-434

**STANISLAUS COUNTY
PROFESSIONAL DESIGN SERVICES AGREEMENT**

This Agreement is made and entered into by and between the COUNTY OF STANISLAUS, a political subdivision of the State of California, hereinafter referred to as "County" and MARK THOMAS & COMPANY, hereinafter referred to as "Consultant".

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

1.0 PROFESSIONAL SERVICES TO BE PROVIDED BY CONSULTANT

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

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

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

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

1.5. Non-Discrimination. During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because

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

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

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

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

2.0 COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C", attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation **shall in no case exceed One Hundred Ninety-Eight Thousand One Hundred Eighty-Four Dollars (\$198,184)**. 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), 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), 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), 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: Derek Minnena
- 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:

Michael Luevano, Project Manager
Stanislaus County Public Works
1716 Morgan Road
Modesto, CA 95358.

If to Consultant:

Derek Minnena, Project Manager
Mark Thomas & Company, Inc.
7300 Folsom Blvd., Suite 203
Sacramento, CA 95826

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.

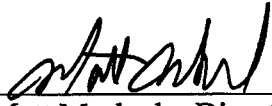
7.23. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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.


(SIGNATURES ON THE NEXT PAGE)

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

COUNTY OF STANISLAUS

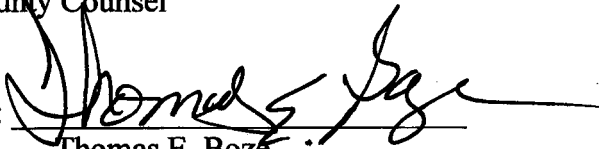
By: 
Matt Machado, Director
Department of Public Works

MARK THOMAS & COMPANY

By: 
~~Robert A. Himes, PE~~
~~Project Director/Vice President~~
Michael J. Lohman
President

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 
Thomas E. Boze
Deputy County Counsel

Board Resolution No.: 2013-454

EXHIBIT A
COUNTY'S REQUEST FOR PROPOSAL

**STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS**

**REQUEST FOR PROPOSALS FOR
ST. FRANCIS AVENUE OVER MODESTO IRRIGATION DISTRICT MAIN CANAL
BRIDGE REPLACEMENT PROJECT
ALL INCLUSIVE BRIDGE ENGINEERING SERVICES**

**Federal Project No.: BRLO – 5938(193)
State Bridge No.:38C-0236**

Invitation Date: March 26, 2013
Questions Deadline: 5:00 PM, April 17, 2013
Last Addendum: 5:00 PM, April 22, 2013
Proposal Due Date: 5:00 PM, April 26, 2013

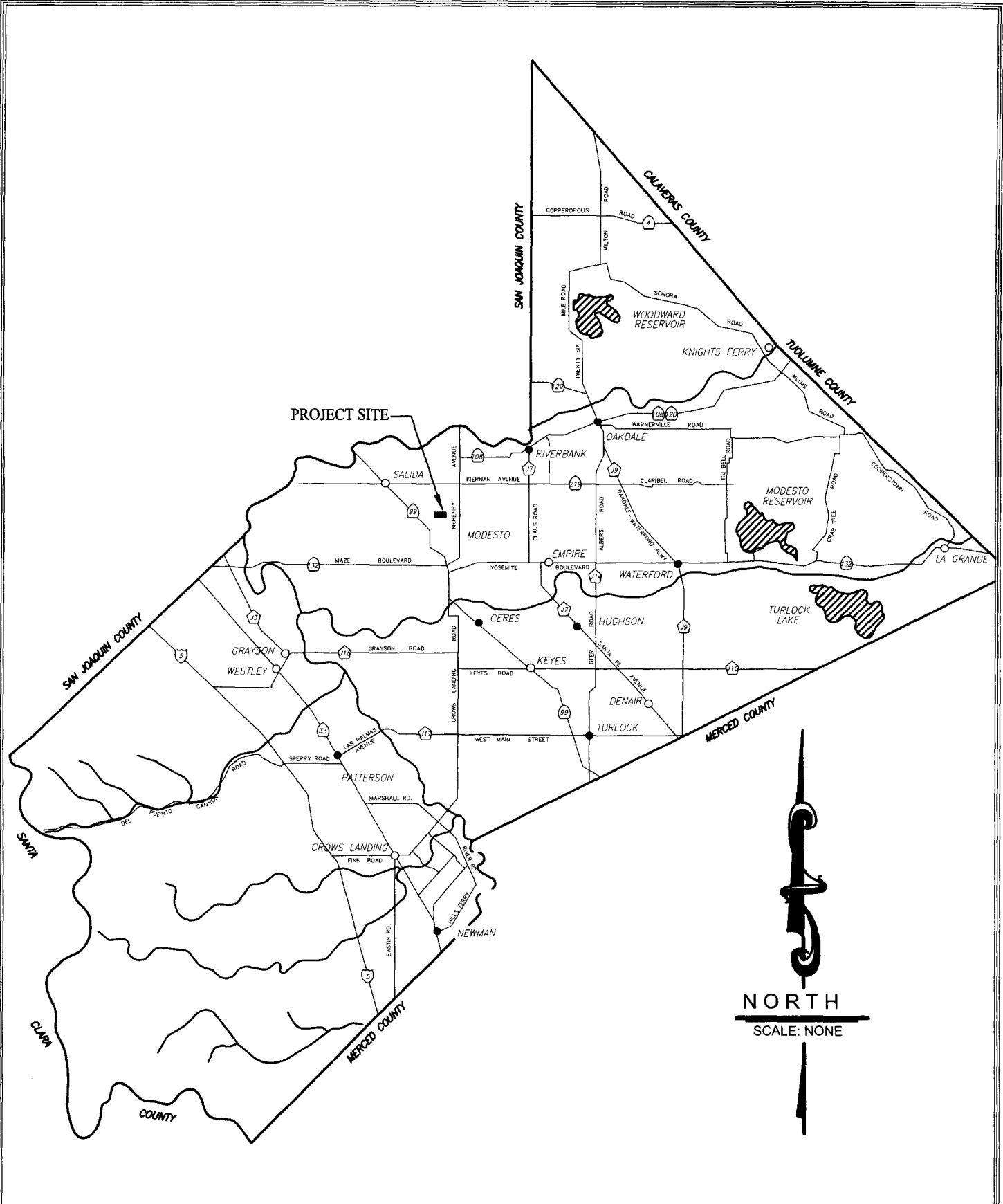
Stanislaus County Department of Public Works is soliciting a Request for Proposal (RFP) for the Saint Francis Avenue over MID Main Canal Bridge Replacement Project located in Stanislaus County.

Any questions regarding this RFP should be submitted in writing to Michael S. Luevano at luevanom@stancounty.com or by fax at (209) 541-2509.

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

Sincerely,

Michael S. Luevano, Assistant Engineer



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

PROJECT SITE
ST. FRANCIS ROAD OVER MID MAIN CANAL
BRIDGE REPLACEMENT PROJECT
 STATE BRIDGE NO.: 38C0236



EXHIBIT - 2



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

ST. FRANCIS ROAD OVER MID MAIN CANAL
BRIDGE REPLACEMENT PROJECT
STATE BRIDGE NO.: 38C0236

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**STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS**

**REQUEST FOR PROPOSALS FOR
ST. FRANCIS AVENUE OVER MODESTO IRRIGATION DISTRICT MAIN CANAL
BRIDGE REPLACEMENT PROJECT
ALL-INCLUSIVE BRIDGE ENGINEERING SERVICES**

**Federal Project No.: BRLO - 5938(193)
State Bridge No.: 38C-0236**

The Stanislaus County Public Works Department (County) is the lead agency for the St. Francis Avenue over MID Main Canal Bridge Replacement Project and is soliciting a proposal from the previously qualified bridge consultants for the proposed work identified in the project description and scope of work in this request for proposals.

The selection committee will evaluate all proposals submitted. The selection considerations for evaluating the proposal are included in this request following the "Proposal Requirements" section.

1. INTRODUCTION

The Saint Francis Ave over MID Main Canal Bridge was built in 1924 and the structure is classified as a continuous Reinforced Concrete (RC) 4 span T-beam on RC end diaphragm abutment walls. The bridge has 3 column piers on spread footings approximately 81 feet in length and 19.7 feet wide.

St. Francis Avenue is a rural County road that travels in the east /west direction. The bridge is located about 0.1 miles west of McHenry Avenue west of State Route 108 and northeast of Highway 99.

Purpose

The Purpose of the project is to improve public safety.

Need

The California Department of Transportation (Caltrans), Bridge Investigation report identifies the major deficiencies with the St Francis Avenue over MID Main Canal Bridge. The top of the right concrete rail has several edge spalls. The interior right rail has a large spall at the bottom near Abutment 5 with exposed reinforcement. The fourth vertical element of the left rail from Abutment 5 also has a full-length spall with exposed reinforcement.

The silt accumulation under the structure is approximately 12" high under all spans.

The existing bridge has a narrow deck width. The bridge is 18.7 feet wide between the railings, allowing for two travel lanes with no shoulder on either side. The replacement bridge will be designed to meet AASHTO standards. The existing bridge has a narrow deck width. The bridge is 19.7 feet wide between the railings, allowing for two travel lanes with no shoulder on either side making this bridge a narrow crossing and Functionally Obsolete (FO) with a sufficiency rating (SR) of 55, according to the 2008 Caltrans Bridge Investigation Report.

Additional deficiencies may exist and be discovered as a result of additional studies or investigation by the winning consultant.



2. PROJECT DESCRIPTION

Phase I – Strategy Determination

- The selected Consultant will thoroughly review all available project information. Based on the available information, technical expertise of the Consultant, and the cost benefit analysis, the Consultant will recommend to the County the best project alternative.
- **Strategy Meeting:** The Consultant shall be responsible for coordinating and scheduling a strategy meeting. At a minimum, representatives from the following fields shall attend the strategy meeting:

Caltrans Structures
Caltrans Earthquake Engineering
Caltrans Hydraulics
Caltrans Geotechnical
Stanislaus County
Consultant and relevant sub consultants

- **Strategy Report:** A draft Strategy Report, identifying and comparing feasible project alternatives, shall be submitted to the County for review. For the purposes of the environmental document, three to four project alternatives should be considered. The Consultant will also coordinate with Caltrans to determine the most practical project alternative. Once the County and Caltrans approves a specific project alternative, the Consultant will prepare a final Strategy Report thus completing Phase – I of the project. Suggested project alternatives may include but are not limited to:
 - No build alternative.
 - Retrofit existing bridge alternative.
 - Construct new bridge on new alignment and preserve existing bridge alternative.
 - Construct new bridge on new alignment and demolish existing bridge alternative.

Phase II – Project Design

- Based on the selected project alternative, the Consultant will conduct preliminary engineering, environmental document, right of way services, final design, bid and construction support for the project. It is County's desire to begin construction by the winter of 2015.

3. 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, right of way services 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) to a minimum level 5 or similar format task structure. 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 should include but is not limited to the following:

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 a 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**
 - **Horizontal Control:** Zone III, California Coordinate System of North American Datum 1983 (NAD83).
 - **Vertical Control:** North American Vertical datum of 1988 (NAVD88). The Consultant shall coordinate with County surveyor to determine the primary vertical datum.
 - 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.
 - If necessary, the design shall include any legal descriptions and plats for temporary construction easements, staging areas, and disposal areas for excess soil generated by project construction. The Consultant will include and verify any existing surveys, specify existing and proposed Right of Ways, land dedications and easement agreements. At a minimum the Consultant will verify property lines at those locations where any portion of the project infringes upon the required setback limits or lies within 50 feet of project improvements, work areas, storage, and staging areas. Consultant should plan on filing a record of survey for the any new right of way acquired.
 - The Consultant shall conduct a field topographical survey to be used for the roadway design. The survey shall also include boundary lines and monumentation necessary to prepare right of way maps. Consultant shall prepare a final right of way map and legal descriptions for use by the County in the acquisition of all necessary parcels and easements.

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.

- Consultant shall identify in their proposal what in their experience the level of the NEPA/CEQA documents necessary for approval and why. The Consultant will be required to communicate with the appropriate governmental agencies and provide information as necessary. Caltrans Environmental will be responsible for preparing the final NEPA determination. The consultant will be responsible for coordinating the requirements of NEPA and CEQA to reduce duplication of tasks. Caltrans will be the NEPA lead agency and the County will be the CEQA lead agency.
- Permitting - potential permits include, but are not limited to the following:
 - 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**

The Consultant shall perform roadway design in accordance to 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.

vii. **UTILITY DESIGN AND COORDINATION**

- **Electrical and Lighting Design:** The Consultant shall be responsible for all electrical design that might be necessary to complete this project. A qualified licensed electrical engineer shall perform all electrical design.
- **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 of all affected utilities. Consultant shall be responsible for coordinating the relocation of all existing utilities prior to start of project construction.

viii. **BRIDGE STRUCTURAL DESIGN**

- 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.
- Standard construction materials shall be used in the design of the proposed bridge replacement wherever possible. Where specialized non-standard construction/building materials are required, the Consultant shall first obtain approval from the County prior to incorporating them into the design.
- **Hydraulics:** some of the hydraulics items may include but are not limited to items listed below. It will be the Consultants 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. Determine the potential for degradation and channel migration considering historic changes in channel geometry and land use.
 - a) **Hydrologic Analysis:** Identify the appropriate design flood. Prepare a flood frequency curve for the San Joaquin River channel at the project site.
 - b) **Existing Condition Hydraulic Analysis:** Prepare an existing condition stage discharge curve and flood profile at the bridge site. Identify the existing condition water surface profiles for the most probable 50- and 100-year floods, flood of record and identify the flow of the overtopping flood.
 - c) **Preliminary Project Hydraulic Analysis:** Determine conveyance capacities and estimate the effects, if any, of the preliminary configurations on the water surface elevations of the most probable 100-year flood (FEMA Base Flood).
 - d) **Final Project Hydraulic Analysis:** Prepare a final backwater model representing this bridge including additional project details. Using appropriate model, identify the water surface profiles of the Design Flood, Base Flood (most probable 100-year flood) and other floods of significance to design of the preferred bridge. Identify the minimum required conveyance capacity and the effects of the preferred bridge on risk of flood damage to structures. Determine hydraulic characteristics necessary for estimating potential scour. Prepare figures showing flood profiles and stage-discharge curves as appropriate.

- e) **Final Report:** Prepare final report with appropriate recommendations and provide two copies to the County for review.

ix. **RIGHT OF WAY SERVICES**

- **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 any associated fees) required for the project. This information shall be attached with the Fee Proposal and submitted inside the sealed envelope.
- **Rights of Entry:** If necessary, the Consultant shall secure Rights of Entry agreements with all affected property owners.
- 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 and obtain a Right of Way Certification per Caltrans guidelines and deliver it to the County.
- Consultant shall be responsible for appraisal, appraisal review, acquisition/negotiation, and if necessary, relocation assistance. The County is seeking consultants who are able to perform and coordinate all of these tasks.

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

- **Plans:** Project plans prepared by the Consultant shall be submitted to the County at the 30%, 60%, 90% , and 100% level. All identified and affected existing utilities shall be accurately indicated on the plans. Plans at 60% should be of sufficient level to start right-of-way acquisition after environmental determination is achieved. The Consultant shall coordinate each submittal with 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 prepared using AutoCAD Civil 3D 2010 format. Standard Caltrans abbreviations shall be strictly used throughout.
- **Specifications:** Consultant shall prepare Special Provisions relevant to the Project that will be used by the County to advertise and construct the project. Three hard copies and one electronic copy on a CD of Special Provisions shall be delivered to the County after 100% plans are ready and signed by the engineer.

- **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**

- As part of the proposal, Consultant shall include bid support services that consist of assisting the County in responding to all Requests for Information during the Project advertisement phase.
- As part of the proposal, Consultant shall include services for engineering construction support. These services include responding to all Requests for Information (RFI), 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.
- **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.

4. **PROPOSAL REQUIREMENTS**

- **Detail Scope of Services:** may be attached as appendix at the end of proposal. Detail Scope of Services shall not show any fees.
- The proposal shall not exceed 20 pages (double sided is acceptable), not including resumes, no more than one sheet per resume, except for the principals, which may not exceed 2 pages each and no more than 3 principals may be listed (i.e. Project Engineer, Bridge Engineer/Architect, Principal in charge) include a cover letter. Any attachments/appendixes (such as Detail Scope of Services) will not be counted as part of the 20-page proposal limit.
- The objective of this request is to obtain a proposal from the pre-qualified consulting firms as listed on the current County Bridge Engineer Consultant list. The proposal should be succinct. The submitted material should focus on technical content that demonstrates experience and understanding in environmental process, bridge design and the availability and commitment of the firm and its team. Elaborate or glossy proposals are neither expected nor desired.
- In its proposal to the County for doing all-inclusive (turnkey) consulting work for the Project, the consultant will provide County with an outline of all tasks, using Caltrans WBS, necessary to provide County with a project design that is ready to list for construction. WBS outline will not be counted as part of the 20-page proposal limit.

- The proposal should contain a detailed scope of work that demonstrates the requisite knowledge and experience and addresses anticipated requirements. The proposal should include all required tasks, as either proposed or optional services. The proposal should describe the methodology to be used, specific work to be performed, outcomes and work products. The proposal shall include a risk matrix for the project.
- The Consultant shall follow Caltrans Local Agency Procedure Manual (LAPM) for Federal Aid projects
- **Risk Matrix:** As relevant studies are developed for this project, it is possible that discoveries might be made that would require the consultant to perform additional work for this project. Therefore, with this proposal, the consultant is to include a risk matrix that identifies potential risks and analyzes them as to cost, scope and schedule impacts. Risk Matrix will not be counted as part of the 20-page limit.
- In terms of environmental work, the Consultant is to submit a proposal based on the level of environmental assessment anticipated to be required by Caltrans environmental review for the Project. For the purposes of this proposal, the Consultant is to make reasonable assumption as to the level of environmental assessment and provide an explanation of their choice regarding the level of anticipated environmental assessment. The environmental sub-consultant shall follow the Caltrans Standard Environmental Reference (see www.dot.ca.gov/ser).
- **DBE Requirements**
 - a. The agency has established a DBE goal for this contract of 8.57 %.
 - b. See attachment(s).

5. SELECTION PROCEDURE

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

- a) Receive and evaluate the proposal and develop a short list.
- b) If necessary, select and notify consultants to be interviewed.
- c) Develop final ranking of Consultants.
- d) Check consultants DBE participation.
- e) Notify Consultants of the results.
- f) Conduct project-scoping meeting with top ranked Consultant.
- g) Negotiate Contract with top ranked Consultant. If an agreement on the scope of services and compensation cannot be reached, negotiations with the top ranked Consultant will be

closed, and negotiations with the next-highest ranked Consultant will be opened. The process is repeated until a contract is successfully negotiated.

6. PROPOSAL SUBMITTAL

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

If you wish to be considered for Saint Francis Avenue over MID Main Canal Bridge Replacement Project All-Inclusive Bridge Engineering Services, submit three copies of your proposal to this office by 5:00 p.m., Friday, April 26, 2013 to:

Michael S. Luevano, Assistant Engineer
Stanislaus County Department of Public Works
1716 Morgan Road
Modesto, CA 95358

Three hard copies of proposal must be submitted to the County. Also, provide an electronic copy of your proposal (not including contents inside sealed Fee Schedule envelope) in PDF format. Include with the proposal, in a **SEPARATE, SEALED ENVELOPE**, your fee proposal. The fee proposal must separate the project into functional tasks (Project Management, Environmental/Permits, Civil, Traffic/Electrical, Right of Way/Public Relations, etc.), and provide the associated fees (not to exceed amount) that define the work to be accomplished. The fee proposal shall include hourly rates for staff and unit prices for various tasks for this project. Sub-consultant fees must be clearly indicated (if applicable).

Possible Sealed Envelope Contents

- Fee Schedule (in appropriate fee format)
- Estimated cost for Preliminary Title Reports

The successful firm shall be required to enter into a Professional Design Services Agreement with Stanislaus County for the work to be performed. A sample Professional Design Services Agreement is included with this Request for Proposal. The consultant shall state in the submitted proposal that the firm has reviewed the Sample Professional Design Services Agreement, will meet all of the terms and conditions if selected by the County for the requested services, and be able to sign agreement as-is with no changes.

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

1. Understanding of the Work to be Performed
2. Experience with Similar Projects

3. Qualifications and Availability of Staff
4. Project Schedule
5. Familiarity with State and Federal Procedures
6. Demonstrated Technical Ability
7. Demonstration of Professional and Financial Responsibility
8. References

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

A copy of this Request for Proposal is available for viewing and download on the Modesto Reprographics website at www.modestoplanroom.com. Please contact Modesto Reprographics at (209) 544-2400 for assistance using the website if needed.

All questions regarding the RFP must be submitted **in writing**. Questions shall be submitted to project manager Michael S. Luevano at luevanom@stancounty.com or fax to (209) 541-2509. Addendums, if necessary, will be posted on the Modesto Reprographics website.

7. ATTACHMENTS

1. Sample Fee Proposal
2. Notice to Proposer DBE Information
3. Exhibit 10-J
4. Exhibit 10-01
5. Exhibit 10-02
6. Sample design Services Agreement
7. Sample Proposal Evaluation Sheet
8. Bridge Reports

Attachment-1

Sample Fee Proposal

This is a "sample" for consultant's fees. The task shown below are for example purposes only and are not to be use to define project scope.

Total cost for listed resources in \$

NO.	Task Description	Name of Prime Consultant						Sub-Consultant 1			Optional Services			Grand Total Hours	Other Direct Costs	Grand Total Cost	Optional Cost	
		Name Title	Name Title	Name Title	Name Title	Total Hours	Direct Costs	Total Cost	Total Hours	Direct Costs	Total Cost	Total Hours	Direct Costs					Total Cost
		\$	\$	\$	\$													
1	Project Management																	
	1.1...																	
	1.2...																	
2	Topographic Survey																	
	1.1...																	
	1.2...																	
3	Geotechnical Investigation																	
	1.1...																	
	1.2...																	
4	Environmental / Permitting																	
	1.1...																	
	1.2...																	
5	Public Outreach																	
	1.1...																	
	1.2...																	
6	Right of Way																	
	1.1...																	
	1.2...																	
7	PS&E																	
	1.1...																	
	1.2...																	
8	Construction Support																	
	1.1...																	
	1.2...																	
	TOTAL HOURS																	
	TOTAL COST																	

*Other Direct Costs such as material reproduction, travel, and project specific materials, etc. shall be included in overhead rate and not charged separately.

Attachment-2

Exhibit 10-I

Notice to Proposers

EXHIBIT 10-I

NOTICE TO PROPOSERS DBE INFORMATION FOR CONSULTANT SERVICES

The Agency has established a DBE goal for this Contract of 8.57%.

1. TERMS AS USED IN THIS DOCUMENT

- The Term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term “Agreement” also means “Contract”.
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Businesses” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (see 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Consultant should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of sub-consultants .
- Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

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

A “Local Agency Proposer DBE Information (Consultant Contract)” (Exhibit 10-O2) form shall be included with the Fee Proposal sealed envelope. The purpose of the form is to collect data required under 49 CFR 26. This form collects all DBE participation. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

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

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE Sub-consultants, subcontractors, suppliers or trucking companies, if applicable.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 40 CFE 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one sub-consultant for each portion of work as defined in their proposal and all DBE sub-consultants should be listed in the bid/cost proposal list of sub-consultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE sub-consultants.

5. RESOURCES

- A. The CUCP database includes toe certified DBE's from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the

database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.

B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <http://www.dot.ca.gov/hq/bep/>.

- Click on the link in the left menu titled *Disadvantaged Business Enterprise*
- Click on the *Search for a DBE Firm* link
- Click on the Access to the DBE Query Form located on the first line in the center of the page.
- Searches can be performed by one or more criteria
- Follow instructions on the screen

C. How to Obtain a List of Certified DBEs without Internet Access:

DBE Directory – If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBEs may be ordered from the Caltrans Publications Unit at (916) 263-0822, 1900 Royal Oaks Drive, Sacramento, CA 95815-3800.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or the equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

Attachment-3

Exhibit 10-J

Standard Agreement for Sub-Consultants/DBE Participation

**EXHIBIT 10-J STANDARD AGREEMENT FOR
SUB-CONSULTANTS/DBE PARTICIPATION**

1. Sub-Consultants

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Agency and any sub-consultant, and no subcontract shall relieve the Consultant of his/her responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the Agency for the acts and omissions of its sub-consultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of person directly employed by the Consultant. The Consultant's obligation to pay its sub-consultants is an independent obligation from the Agency's obligation to make payments to the Consultant.
- 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 sub-consultants.
- C. Consultant shall pay its sub-consultants within ten (10) calendar days from receipt of each payment made to the Consultant by the Agency.
- D. Any substitution of sub-consultants must be approved in writing by the Agency's Contract Manager in advance of assigning work to a substitute sub-consultant.

2. Disadvantaged Business Enterprise (DBE) Participation

- A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged business Enterprises in Department of Transportation Financial Assistance Programs." Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. If the contract has a DBE goal, the Consultant must meet the DBE goal by committing DBE participation or document a good faith effort to meet the goal. If a DBE sub-consultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE consultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR< Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant or sub-consultant shall not discriminate on the bases of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by the Consultant to carry out theses requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the local agency deems appropriate.
- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

3. Performance of DBE Consultant and other DBE Subconsultants/Suppliers

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing; and other relevant factors.
- B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- C. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

4. Prompt Payment of Funds Withheld to Subcontractors

- A. The Agency shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime consultant, or sub-consultant, shall return all monies withheld in retention from a sub-consultant within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or sub-consultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or sub-consultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient sub-consultant performance, or noncompliance by a sub-consultant. This provision applies to both DBE and non-DBE prime consultant and sub-consultants.

- B.** Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

5. DBE Records

- A.** The Consultant shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B.** Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subcontractors," CEM-2402F (Exhibit 17-F, Chapter 17, of the LAPM), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25% of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subcontractors" is submitted to the Contract Manager.

6. DBE Certification and Decertification Status

If a DBE sub-consultant is decertified during the life of the Agreement, the decertified sub-consultant shall notify the Consultant in writing with the date of decertification. If a sub-consultant becomes a certified DBE during the life of the Agreement, the sub-consultant shall notify the Consultant in writing with the date of certification. Any changes should be reported to the Agency's Contract Manager within 30 days.

EXHIBIT 10-O1: LOCAL AGENCY CONSULTANT DBE COMMITMENT

(Inclusive of all DBEs at time of proposal)

NOTE: Please refer to instructions on the reverse side of this form.

Consultant to Complete this Section			
1. Local Agency Name: _____			
2. Project Location: _____			
3. Project Description: _____			
4. Consultant Name: _____			
5. Contract DBE Goal %: _____			
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
Local Agency to Complete this Section		10. Total % Claimed	_____ %
16. Local Agency Contract Number: _____		11. Preparer's Signature _____	
17. Federal-aid Project Number: _____			
18. Proposed Contract Execution Date: _____		12. Preparer's Name (Print) _____	
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
19. Local Agency Representative Name (Print) _____		13. Preparer's Title _____	
20. Local Agency Representative Signature _____	21. Date _____		
22. Local Agency Representative Title _____	23. (Area Code) Tel. No. _____	14. Date _____	15. (Area Code) Tel. No. _____

Distribution: (1) Original – Submit with Award Package
(2) Copy – Local Agency files

INSTRUCTIONS - LOCAL AGENCY CONSULTANT DBE COMMITMENT

Consultant Section

The Consultant shall:

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc)..
4. **Consultant Name** - Enter the consultant's firm name.
5. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I form. See LAPM Chapter 10.
6. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
7. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
8. **DBE Cert. Number** - Enter the DBEs Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
9. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
10. **Total % Claimed** – Enter the total participation claimed. If the Total % Claimed is less than item "6. Contract DBE Goal", a Good Faith Effort (GFE) is required.
11. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
12. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
13. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
14. **Date** - Enter the date this section of the form is signed by the preparer.
15. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:

The Local Agency representative shall:

16. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
17. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
18. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
19. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
20. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
21. **Date** - Enter the date the Local Agency Representative signs the form.
22. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
23. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

Attachment-5

Exhibit 10-O2

EXHIBIT 10-O2: LOCAL AGENCY CONSULTANT DBE INFORMATION

(Inclusive of all DBEs listed at bid proposal)

NOTE: Please refer to instructions on the reverse side of this form.

Consultant to Complete this Section			
1. Local Agency Name: _____			
2. Project Location: _____			
3. Project Description: _____			
4. Total Contract Award Amount: \$ _____			
5. Consultant Name: _____			
6. Contract DBE Goal %: _____			
7. Total Dollar Amount for <u>all</u> Subcontractors: \$ _____			
8. Total Number of <u>all</u> Subcontractors: _____			
Award DBE Information			
9. Description of Services to be Provided	10. DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Local Agency to Complete this Section			13. Total Dollars Claimed
20. Local Agency Contract Number: _____			\$ _____
21. Federal-aid Project Number: _____			
22. Contract Execution Date: _____			14. Total % Claimed
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			_____ %
23. Local Agency Representative Name (Print) _____			15. Preparer's Signature _____
24. Local Agency Representative Signature _____		25. Date _____	
26. Local Agency Representative Title _____		27. (Area Code) Tel. No. _____	
			16. Preparer's Name (Print) _____
Caltrans to Complete this Section			17. Preparer's Title _____
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:			18. Date _____
			19. (Area Code) Tel. No. _____
28. DLAE Name (Print) _____	29. DLAE Signature _____	30. Date _____	

Distribution: (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.
 (2) Copy – Include in award package sent to Caltrans DLAE (3) Original – Local agency files

INSTRUCTIONS - LOCAL AGENCY CONSULTANT DBE INFORMATION

Consultant Section

The Consultant shall:

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
5. **Consultant Name** - Enter the consultant's firm name.
6. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I form. See LAPM Chapter 10.
7. **Total Dollar Amount for all Subcontractors** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
8. **Total number of all subcontractors** – Enter the total number of all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
9. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
11. **DBE Cert. Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE, and include DBEs that are not identified as subcontractors on the Exhibit 10-O1 form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed** – Enter the total dollar amounts for columns 12 and 13.
14. **Total % Claimed** – Enter the total participation claimed for columns 12 and 13. SUM = (item "14. Total Participation Dollars Claimed" divided by item "4. Total Contract Award Amount"). If the Total % Claimed is less than item "6. Contract DBE Goal", a Good Faith Effort (GFE) is required.
15. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
16. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:

The Local Agency representative shall:

20. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
23. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
24. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
25. **Date** - Enter the date the Local Agency Representative signs the form.
26. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
27. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

Caltrans Section:

Caltrans District Local Assistance Engineer (DLAE) shall:

28. **DLAE Name (Print)** – Clearly enter the name of the DLAE.
29. **DLAE Signature** – DLAE must sign this section of the form to certify that it has been reviewed for completeness.
30. **Date** - Enter the date that the DLAE signs this section the form.

Attachment-6

Sample Design Services Agreement

SAMPLE
STANISLAUS COUNTY

ADDENDUM TO THE PROFESSIONAL DESIGN SERVICES AGREEMENT
(for Federally Aided Projects)

Consultant:

Project:

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

1. PERFORMANCE PERIOD

A. This agreement shall go into effect on _____, contingent upon approval by the COUNTY, and the CONSULTANT shall commence work after notification to proceed by the COUNTY. The agreement shall end on _____ 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.

2. 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.

3. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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.

4. PROHIBITION OF EXPENDING LOCAL AGENCY, STATE OR FEDERAL FUNDS FOR LOBBYING CLAUS

SAMPLE

A. The CONSULTANT certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

5. DEBARMENT AND SUSPENSION CERTIFICATION

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.

6. CONFLICT OF INTEREST

SAMPLE

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.

7. SALARY ESCALATION

The CONSULTANT will be allowed salary increases as shown in EXHIBIT C.

8. 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

SAMPLE

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.

9. 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.

10. REIMBURSEMENT OF TRAVEL & SUBSISTENCE

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

11. RETENTION OF RECORDS/AUDIT

A. 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.

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

SAMPLE

12. STATE PREVAILING WAGE RATES

A. The CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all federal, state, and local laws and ordinances applicable to the work, whichever is greater.

B. Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

13. COST PROPOSAL

The Cost Proposal is subject to an audit or Certified Public Accountant (CPA) Indirect Cost (Overhead) Audit Workpaper Review. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the COUNTY'S Contract Manager to conform to the Workpaper Review recommendations or audit recommendations. The CONSULTANT agrees that individual terms of cost identified in the audit report shall be incorporated into the Agreement by this reference if directed by the COUNTY at its sole discretion. Refusal by the CONSULTANT to incorporate the Workpaper Review recommendations or audit recommendations will be considered a breach of the Agreement terms and cause for termination of the Agreement.

14. TERMINATION

COUNTY reserves the rights to terminate this contract upon thirty (30) calendar days written notice to the CONSULTANT with the reasons for termination stated in the notice.

15. NONDISCRIMINATION

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

A. **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

B. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap and low income in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, Section 21.5 of the

SAMPLE

Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- C. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contract for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap and low income.
- D. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the County or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the County, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the County shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - 2. Cancellation, termination or suspension of the contract, in whole or in part.
- F. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the County or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that , in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the County to enter into such litigation to protect the interests of the County, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SAMPLE

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

COUNTY OF STANISLAUS

CONSULTANT

By: _____
Matt Machado, Director
Department of Public Works

By: _____

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: _____

By: _____
Thomas E. Boze
Deputy County Counsel

Attachment-7

Sample Proposal Evaluation Sheet

Request for Proposals for Saint Francis Ave over MID Main Canal Bridge Replacement Project

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

Attachment-8

Bridge Report(s)



Bridge Inspection Report

Inspection Type
Routine FC Underwater Special Other

STRUCTURE NAME: M.I.D. MAIN CANAL

CONSTRUCTION INFORMATION

Year Built : 1924 Skew (degrees): 45
Year Widened: N/A No. of Joints : 0
Length (m) : 16.8 No. of Hinges : 0

Structure Description: Continuous RC slab on end diaphragm abutments and solid pier walls.
Spread footings.

Span Configuration : 4 @ 4.1 m

LOAD CAPACITY AND RATINGS

Design Live Load: UNKNOWN
Inventory Rating: 16.5 metric tonnes Calculation Method: LOAD FACTOR
Operating Rating: 27.5 metric tonnes Calculation Method: LOAD FACTOR
Permit Rating : 00000
Posting Load : Type 3: Legal Type 3S2: Legal Type 3-3: Legal

DESCRIPTION ON STRUCTURE

Deck X-Section: 0.4 m br, 5.7 m, 0.4 m br
Total Width: 6.5 m Net Width: 5.7 m No. of Lanes: 2
Rail Description: RC Window Rail Code : 0000
Min. Vertical Clearance: Unimpaired

DESCRIPTION UNDER STRUCTURE

Channel Description: Trapezoidal shape, RC lined.

INSPECTION COMMENTARY

INSPECTION ACCESS:

At the time of this investigation, the channel was dry. A complete investigation of the soffit and substructure was performed.

CONDITION OF STRUCTURE:

APPROACH

The AC approach to both abutments is in good condition with no apparent defects.

DECK AND RAIL

The top of the right concrete rail has several edge spalls of up to 12 IN long x 3 IN wide x 1 IN deep). See attached photo #3.

The interior right rail has a 3 FT long x 3 IN wide x 1 IN deep (1.0 m x 75 mm x 25 mm) spall at the bottom near Abutment 5 with exposed reinforcement. See attached photo #4.

The fourth vertical element of the left rail from Abutment 5 also has a full length (2 FT) spall with exposed reinforcement. See attached photos #5.

SUPERSTRUCTURE

Except for the 1/32 IN (0.8 mm) wide horizontal crack with efflorescence along the

INSPECTION COMMENTARY

concrete interface of the soffit and top of pier walls, the concrete slab soffit under all spans has no significant defects. See attached photos #6 and 7.

SUBSTRUCTURE

The silt accumulation under the structure is approximately 12 IN (0.3 m) high under all the spans. See attached photo #8.

LOAD CAPACITY:

Load ratings are under review and will be updated in a subsequent report if appropriate.

SIGNS:

There is a "NARROW BRIDGE" sign at each approach to the structure.

MISCELLANEOUS:

The routine roadway and elevation photos were taken at this time and are included in this bridge inspection report. See attached photos #1 and 2.

<u>ELEMENT INSPECTION RATINGS</u>									
Elem No.	Element Description	Env	Total		Qty in each Condition State				
			Qty	Units	St. 1	St. 2	St. 3	St. 4	St. 5
39	Concrete Slab - Unprotected w/ AC Overlay	2	100	sq.m.	100	0	0	0	0
210	Reinforced Conc Pier Wall	2	27	m.	27	0	0	0	0
215	Reinforced Conc Abutment	2	18	m.	18	0	0	0	0
339	Concrete Railing (aesthetic/masonry)	2	40	m.	38	0	2	0	0

WORK RECOMMENDATIONS

RecDate: 02/09/2000	EstCost:	Repair the concrete spalls on both
Action : Railing-Repair	StrTarget: 2 YEARS	concrete rails - edge spalls on the top
Work By: LOCAL AGENCY	DistTarget:	rail and at the bottom of right rail near
Status : PROPOSED	EA:	Abutment 5, and the fourth vertical
		element of the left rail from Abutment 5.

Inspected By : RH.Le/AG.Groess *Roman d. f.*

John Andrew Gillis
John Andrew Gillis (Registered Civil Engineer)



STRUCTURE INVENTORY AND APPRAISAL REPORT

***** IDENTIFICATION *****

(1) STATE NAME- CALIFORNIA 069
 (8) STRUCTURE NUMBER 38C0236
 (5) INVENTORY ROUTE (ON/UNDER)- ON 140000000
 (2) HIGHWAY AGENCY DISTRICT 10
 (3) COUNTY CODE 099 (4) PLACE CODE 00000
 (6) FEATURE INTERSECTED- M.I.D. MAIN CANAL
 (7) FACILITY CARRIED- ST FRANCIS AVENUE
 (9) LOCATION- 0.1 MI WEST MCHENRY AVE
 (11) MILEPOINT/KILOMETERPOINT 0
 (12) BASE HIGHWAY NETWORK- NOT ON NET 0
 (13) LRS INVENTORY ROUTE & SUBROUTE
 (16) LATITUDE 37 DEG 43 MIN 19 SEC
 (17) LONGITUDE 120 DEG 59 MIN 45 SEC
 (98) BORDER BRIDGE STATE CODE % SHARE %
 (99) BORDER BRIDGE STRUCTURE NUMBER

***** STRUCTURE TYPE AND MATERIAL *****

(43) STRUCTURE TYPE MAIN:MATERIAL- CONCRETE CONT
 TYPE- SLAB CODE 201
 (44) STRUCTURE TYPE APPR:MATERIAL- OTHER/NA
 TYPE- OTHER/NA CODE 000
 (45) NUMBER OF SPANS IN MAIN UNIT 4
 (46) NUMBER OF APPROACH SPANS 0
 (107) DECK STRUCTURE TYPE- CIP CONCRETE CODE 1
 (108) WEARING SURFACE / PROTECTIVE SYSTEM:
 A) TYPE OF WEARING SURFACE- BITUMINOUS CODE 6
 B) TYPE OF MEMBRANE- NONE CODE 0
 C) TYPE OF DECK PROTECTION- NONE CODE 0

***** AGE AND SERVICE *****

(27) YEAR BUILT 1924
 (106) YEAR RECONSTRUCTED 0000
 (42) TYPE OF SERVICE: ON- HIGHWAY 1
 UNDER- WATERWAY 5
 (28) LANES:ON STRUCTURE 02 UNDER STRUCTURE 00
 (29) AVERAGE DAILY TRAFFIC 730
 (30) YEAR OF ADT 2006 (109) TRUCK ADT 8 %
 (19) BYPASS, DETOUR LENGTH 6 KM

***** GEOMETRIC DATA *****

(48) LENGTH OF MAXIMUM SPAN 4.0 M
 (49) STRUCTURE LENGTH 16.8 M
 (50) CURB OR SIDEWALK: LEFT 0.0 M RIGHT 0.0 M
 (51) BRIDGE ROADWAY WIDTH CURB TO CURB 5.7 M
 (52) DECK WIDTH OUT TO OUT 6.5 M
 (32) APPROACH ROADWAY WIDTH (W/SHOULDERS) 5.2 M
 (33) BRIDGE MEDIAN- NO MEDIAN 0
 (34) SKEW 45 DEG (35) STRUCTURE FLARED NO
 (10) INVENTORY ROUTE MIN VERT CLEAR 99.99 M
 (47) INVENTORY ROUTE TOTAL HORIZ CLEAR 5.7 M
 (53) MIN VERT CLEAR OVER BRIDGE RDWY 99.99 M
 (54) MIN VERT UNDERCLEAR REF- NOT H/R/R 0.00 M
 (55) MIN LAT UNDERCLEAR RT REF- NOT H/R/R 0.0 M
 (56) MIN LAT UNDERCLEAR LT 0.0 M

***** NAVIGATION DATA *****

(38) NAVIGATION CONTROL- NO CONTROL CODE 0
 (111) PIER PROTECTION- CODE
 (39) NAVIGATION VERTICAL CLEARANCE 0.0 M
 (116) VERT-LIFT BRIDGE NAV MIN VERT CLEAR M
 (40) NAVIGATION HORIZONTAL CLEARANCE 0.0 M

SUFFICIENCY RATING = 55 0
 STATUS FUNCTIONALLY OBSOLETE
 HEALTH INDEX 100.0
 PAINT CONDITION INDEX = N/A

***** CLASSIFICATION ***** CODE

(112) NBIS BRIDGE LENGTH- YES Y
 (104) HIGHWAY SYSTEM- NOT ON NHS 0
 (26) FUNCTIONAL CLASS- LOCAL RURAL 09
 (100) DEFENSE HIGHWAY- NOT STRAHNET 0
 (101) PARALLEL STRUCTURE- NONE EXISTS N
 (102) DIRECTION OF TRAFFIC- 2 WAY 2
 (103) TEMPORARY STRUCTURE-
 (105) FED.LANDS HWY- NOT APPLICABLE 0
 (110) DESIGNATED NATIONAL NETWORK - NOT ON NET 0
 (20) TOLL- ON FREE ROAD 3
 (21) MAINTAIN- COUNTY HIGHWAY AGENCY 02
 (22) OWNER- COUNTY HIGHWAY AGENCY 02
 (37) HISTORICAL SIGNIFICANCE- NOT ELIGIBLE 5

***** CONDITION ***** CODE

(58) DECK 7
 (59) SUPERSTRUCTURE 7
 (60) SUBSTRUCTURE 7
 (61) CHANNEL & CHANNEL PROTECTION 9
 (62) CULVERTS N

***** LOAD RATING AND POSTING ***** CODE

(31) DESIGN LOAD- UNKNOWN 0
 (63) OPERATING RATING METHOD- LOAD FACTOR 1
 (64) OPERATING RATING- 27.5
 (65) INVENTORY RATING METHOD- LOAD FACTOR 1
 (66) INVENTORY RATING- 16.5
 (70) BRIDGE POSTING- EQUAL TO OR ABOVE LEGAL LOADS 5
 (41) STRUCTURE OPEN, POSTED OR CLOSED- A
 DESCRIPTION- OPEN, NO RESTRICTION

***** APPRAISAL ***** CODE

(67) STRUCTURAL EVALUATION 4
 (68) DECK GEOMETRY 2
 (69) UNDERCLEARANCES, VERTICAL & HORIZONTAL N
 (71) WATER ADEQUACY 9
 (72) APPROACH ROADWAY ALIGNMENT 8
 (36) TRAFFIC SAFETY FEATURES 0000
 (113) SCOUR CRITICAL BRIDGES 8

***** PROPOSED IMPROVEMENTS *****

(75) TYPE OF WORK- SUP/SUB REHAB CODE 35
 (76) LENGTH OF STRUCTURE IMPROVEMENT 16.8 M
 (94) BRIDGE IMPROVEMENT COST \$112,000
 (95) ROADWAY IMPROVEMENT COST \$22,400
 (96) TOTAL PROJECT COST \$188,160
 (97) YEAR OF IMPROVEMENT COST ESTIMATE 2010
 (114) FUTURE ADT 772
 (115) YEAR OF FUTURE ADT 2029

***** INSPECTIONS *****

(90) INSPECTION DATE 02/12 (91) FREQUENCY 14 MO
 (92) CRITICAL FEATURE INSPECTION: (93) CFI DATE
 A) FRACTURE CRIT DETAIL- NO MO A)
 B) UNDERWATER INSP- NO MO B)
 C) OTHER SPECIAL INSP- NO MO C)

M.I.D. MAIN CANAL

0.1 MI WEST MCHENRY AVE

02/29/2012 [AAAH]

38C0236

100 - PHOTO-ROADWAY VIEW



Photo No. 1

Deck view, looking east

101 - PHOTO-ROUTINE ELEVATION



Photo No. 2

Right side, looking north

M.I.D. MAIN CANAL

0.1 MI WEST MCHENRY AVE

02/29/2012 [AAAH]

38C0236

119 - PHOTO-RAIL DAMAGE/DETERIORATION



Photo No. 3
Right concrete rail

119 - PHOTO-RAIL DAMAGE/DETERIORATION



Photo No. 4
Right concrete rail near Abutment 5

M.I.D. MAIN CANAL

0.1 MI WEST MCHENRY AVE

02/29/2012 [AAAH]

38C0236

119 - PHOTO-RAIL DAMAGE/DETERIORATION



Photo No. 5

Left concrete rail near Abutment 5

107 - PHOTO-SUPER DAMAGE/DETERIORATION



Photo No. 6

Underside of Span 1, from the right side

M.I.D. MAIN CANAL

0.1 MI WEST MCHENRY AVE

02/29/2012 [AAAH]

38C0236

107 - PHOTO-SUPER DAMAGE/DETERIORATION



Photo No. 7

Close-up at concrete soffit interface (typ)

117 - PHOTO-SUB MISC.



Photo No. 8

Silt accumulation under Span 1, from the left side



DEPARTMENT OF PUBLIC WORKS

Matt Machado,
Director

Laurie Barton,
Deputy Director, Engineering/Operations

Diane Hahn,
Assistant Director, Business/Finance

1716 Morgan Road, Modesto, CA 95201
Phone: 209.525.4130 Fax: 209.541.2100

www.stancounty.com/publicworks

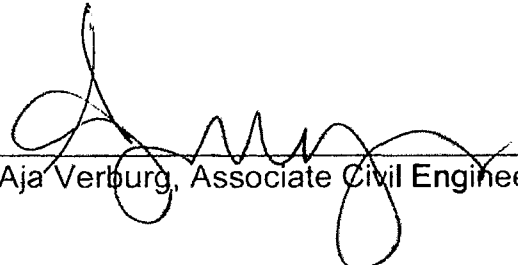
ADDENDUM NO. 2

**REQUEST FOR PROPOSALS FOR
SAINT FRANCIS OVER MID LATERAL #6
BRIDGE REPLACEMENT PROJECT**

IN

STANISLAUS COUNTY

By:


Aja Verburg, Associate Civil Engineer

DATE: APRIL 12, 2013

PROPOSALS DUE: MAY 6, 2013 ; 5:00 PM

**SAINT FRANCIS OVER MID LATERAL #6 BRIDGE REPLACEMENT PROJECT
ADDENDUM NO. 2
Page 1 of 2**

ADDENDUM NO.: 2
FOR THE: Saint Francis over MID Lateral #6 Bridge Replacement Project
PROPOSAL DUE: Monday, May 6, 2013; 5:00 pm
DATE: APRIL 12, 2013

TO ALL PROPOSERS:

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

RESPONSES TO INQUIRIES

1. *“Sonora Road and Saint Francis RFP’s – Are references required? They are not specifically requested in the Proposal Requirements but they are noted as being worth 5 points in the selection criteria.”*

RESPONSE: Yes, refer to page 10 of the RFP. Refer to the Modesto Reprographics website for all other project information.

2. *“Please confirm the due dates for both the Sonora Road and Saint Francis bridge projects.”*

RESPONSE: The proposal due date for the Saint Francis over MID Lateral #6 Bridge Replacement Project has been extended to Monday, May 6, 2013; 5:00 PM.

The following dates have been revised:

Questions Deadline: April 26, 2013 5:00 PM

Last Addendum: May 1, 2013; 5:00 PM

Proposal Due Date: May 6, 2013; 5:00 PM

Refer to the Modesto Reprographics website for all other project information.



DEPARTMENT OF PUBLIC WORKS

Matt Machado,
Director

Laurie Barton,
Deputy Director, Engineering/Operations

Diane Hau,
Assistant Director, Business/Finance

1716 Morgan Road, Modesto, CA 95201
Phone: 209.525.4130 Fax: 209.541.2500

www.stancounty.com/publicworks


ADDENDUM NO. 3

**REQUEST FOR PROPOSALS FOR
SAINT FRANCIS OVER MID LATERAL #6
BRIDGE REPLACEMENT PROJECT**

IN

STANISLAUS COUNTY

By:



Michael S. Luevano, Assistant Engineer

**DATE: APRIL 19, 2013
PROPOSALS DUE: MAY 6, 2013; 5:00 PM**

**SAINT FRANCIS OVER MID LATERAL #6 BRIDGE REPLACEMENT PROJECT
ADDENDUM NO. 3
Page 1 of 2**

ADDENDUM NO. 3
FOR THE: Saint Francis over MID Lateral #6 Bridge Replacement Project
PROPOSAL DUE: Monday, May 6, 2013; 5:00 pm
DATE: APRIL 19, 2013

TO ALL PROPOSERS:

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

RESPONSES TO INQUIRIES

1. *“Will Saint Francis Avenue be closed during construction or will staged construction be required?”*

RESPONSE: The Saint Francis Avenue Bridge is to be constructed over an existing canal and construction activities are to occur during the non-irrigation season. It is too early to know whether or not a closure or staged construction will be required as a Bridge Type Selection Report has not been completed. The County acknowledges that approximately a three mile detour would be required for a full closure and would require additional approval from other jurisdictions.

CLARIFICATION

2. The RFP advertised on March 26, 2013, for Saint Francis over MID Lateral #6 Project omitted the Sample Design Professional Services Agreement. This addendum corrects that error. Attached to this Addendum No.3 is the Sample Design Professional Services Agreement.

SAMPLE AGREEMENT

STANISLAUS COUNTY PROFESSIONAL DESIGN SERVICES AGREEMENT

This Agreement is made and entered into by and between the County of Stanislaus, a political subdivision of the State of California, hereinafter referred to as "County" and _____ hereinafter referred to as "Consultant".

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

1.0 PROFESSIONAL SERVICES TO BE PROVIDED BY CONSULTANT

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

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

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

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

1.5. Non-Discrimination. During the performance of this Agreement, Consultant and

SAMPLE AGREEMENT

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 _____.
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

SAMPLE AGREEMENT

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

SAMPLE AGREEMENT

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

SAMPLE AGREEMENT

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, 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.

SAMPLE AGREEMENT

- (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.

SAMPLE AGREEMENT

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

SAMPLE AGREEMENT

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.

SAMPLE AGREEMENT

7.3. Project Managers. County shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by County.

7.4. Designated Personnel: A material covenant of this agreement is that the Consultant shall assign the individuals designated below to perform the functions designated so long as they continue in the employ of the Consultant. The designated individuals shall, so long as their performance continues to be acceptable to County, remain in charge of the services for the Project from beginning through completion of services.

- a. Project Manager:
- b. Lead/Manager:

7.5. Removal of Personnel or Sub-Consultants: If the County, in its sole discretion at any time during the term of this agreement, desires the removal of any person or sub-consultant assigned by Consultant to perform services, then the Consultant shall remove such person or consultant immediately upon receiving notice from the County.

7.6. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

If to County:

Stanislaus County
Department of Public Works
Attn: Contracts Administrator
1716 Morgan Road
Modesto, California 95358

If to Consultant:

7.7. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

7.8. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in

SAMPLE AGREEMENT

Stanislaus County, California.

7.9. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

7.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of County. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

7.11. Confidentiality: The Consultant agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

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

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

7.14. Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or

SAMPLE AGREEMENT

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

SAMPLE AGREEMENT

parties hereto or their respective successors and assigns.

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

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

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

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

(SIGNATURES ON THE NEXT PAGE)

SAMPLE AGREEMENT

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

COUNTY OF STANISLAUS

CONSULTANT

By: _____
Matt Machado, Director
Department of Public Works

By: _____

Resolution No. _____
Date: _____

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: _____
Thomas E. Boze
Deputy County Counsel

SAMPLE AGREEMENT

EXHIBIT A

COUNTY'S REQUEST FOR PROPOSAL

SAMPLE AGREEMENT

EXHIBIT B

CONSULTANT'S RESPONSE TO COUNTY'S REQUEST FOR PROPOSAL

SAMPLE AGREEMENT

EXHIBIT C

CONSULTANTS FEE SCHEDULE

SAMPLE AGREEMENT

EXHIBIT D

PROJECT SCHEDULE



DEPARTMENT OF PUBLIC WORKS

Matt Machado, PE
Director

Colt Esenwein, PE
Deputy Director, Engineering/Operations

Diane Haugh
Assistant Director, Business/Finance

1716 Morgan Road, Modesto, CA 95358
Phone: 209.525.4130 Fax: 209.541.2509

www.stancounty.com/publicworks

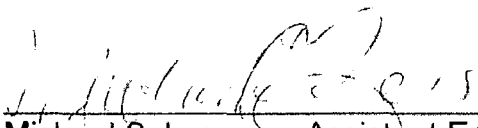
ADDENDUM NO. 4

**REQUEST FOR PROPOSALS FOR
SAINT FRANCIS OVER MID LATERAL #6
BRIDGE REPLACEMENT PROJECT**

IN

STANISLAUS COUNTY

By:



Michael S. Luevano, Assistant Engineer

DATE: APRIL 29, 2013
PROPOSALS DUE: MAY 6, 2013; 5:00 PM

SAINT FRANCIS OVER MID LATERAL #6 BRIDGE REPLACEMENT PROJECT
ADDENDUM NO. 4
Page 1 of 2

ADDENDUM NO. 4

FOR THE: Saint Francis over MID Lateral #6 Bridge Replacement Project

PROPOSAL DUE: Monday, May 6, 2013; 5:00 pm

DATE: APRIL 29, 2013

TO ALL PROPOSERS:

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

CLARIFICATION

1. The RFP advertised on March 26, 2013, for Saint Francis over MID Lateral #6 Project must include the following under Proposal Requirements: The Consultant must include in their proposal a preliminary engineering construction cost estimates for budgeting purposes for all anticipated proposed construction alternatives.



DEPARTMENT OF PUBLIC WORKS

Matt Machado, PE
Director

Colt Esenwein, PE
Deputy Director, Engineering/Operations

Diane Haugh
Assistant Director, Business/Finance

1716 Morgan Road, Modesto, CA 95358
Phone: 209.525.4130 Fax: 209.541.2509

www.stancounty.com/publicworks

ADDENDUM NO. 5

**REQUEST FOR PROPOSALS FOR
SAINT FRANCIS AVE OVER MID MAIN CANAL
BRIDGE REPLACEMENT PROJECT**

IN

STANISLAUS COUNTY

By:

Michael S. Luevano, Assistant Engineer

DATE: APRIL 30, 2013
PROPOSALS DUE: MAY 10, 2013; 5:00 PM

SAINT FRANCIS AVE OVER MID MAIN CANAL BRIDGE REPLACEMENT PROJECT
ADDENDUM NO. 5
Page 1 of 3

ADDENDUM NO. 5

FOR THE: Saint Francis Ave over MID Main Canal Bridge Replacement Project

PROPOSAL DUE: Monday, May 10, 2013; 5:00 pm

DATE: APRIL 30, 2013

TO ALL PROPOSERS:

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

RESPONSES TO INQUIRY

1. *“Is the intent of addendum number 4 to include a separate construction cost estimate for each bridge alternative suggested in our proposal? It was our understanding from the RFP that a Strategy Report would be prepared that would compare the different alternatives; which would include construction cost estimates and a life-cycle cost analysis. Could you please confirm this is what was intended by Addendum #4, and if it is will the submission date be extended past May 6*

RESPONSE: The intent of the preliminary construction estimate is for budgeting purposes only. A life-cycle cost estimate is not necessary to provide a budgetary construction cost estimate for project alternatives. The proposal due date is extended to May 10, 2013; 5:00 pm.

2. *“Will there be an addendum issued to correct the work scope regarding hydraulics? Both RFP’s call out a requirement for a “flood frequency curve for the San Joaquin River channel at the project site?”*

RESPONSE: Disregard the reference to the San Joaquin River channel. If a reduced hydraulic scope is recommended by the proposal, then this should be discussed in the proposal.

3. *“ADD02, ADD03 & ADD04 are posted on your web site but there is no addendum 1. Was this issued with the bid set?”*

RESPONSE: There is no Addendum No.1 for the Saint Francis over MID Main Canal.

ADDENDUM NO. 5

FOR THE: Saint Francis Ave over MID Main Canal Bridge Replacement Project

PROPOSAL DUE: Monday, May 10, 2013; 5:00 pm

DATE: APRIL 30, 2013

CLARIFICATION

1. The RFP advertised on March 26, 2013, is for the Saint Francis Avenue over MID Main Canal Project. The original advertised RFP had incorrectly referred to the MID Main Canal as MID Lateral #6.
2. The proposed due date is extended to May 10, 2013; 5:00 pm.

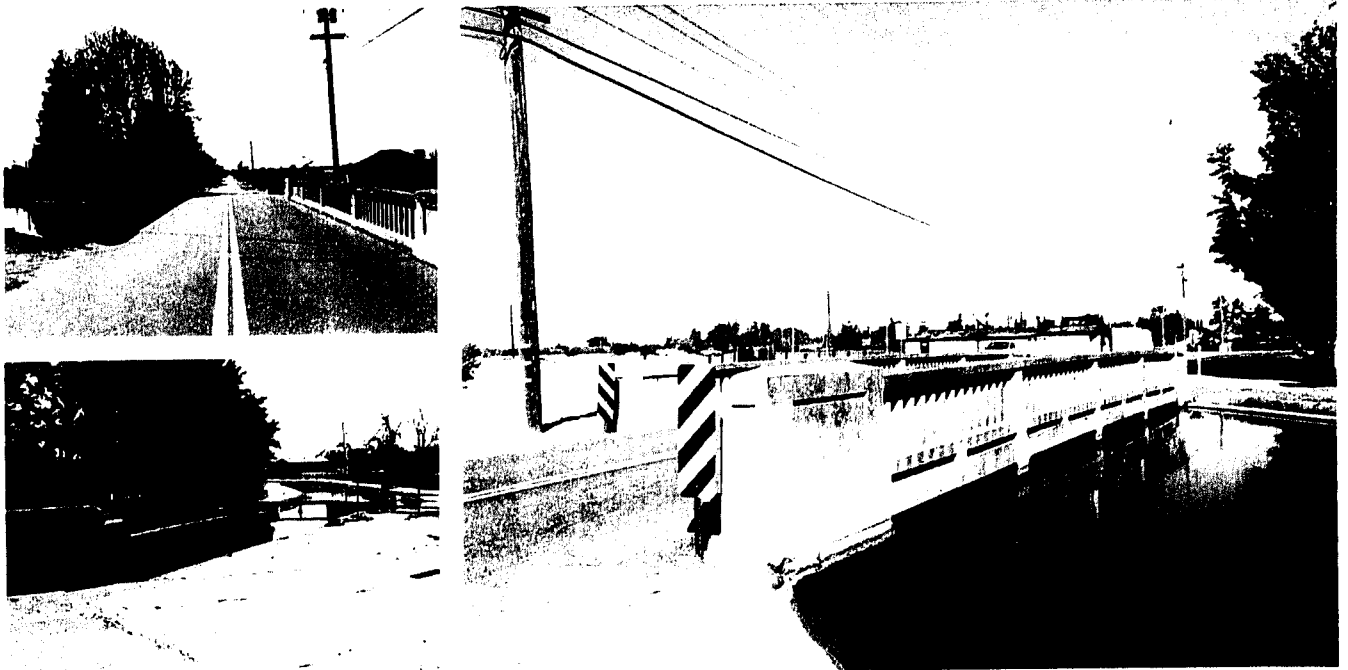
The following dates have been revised:

Questions Deadline: May 1, 2013; 5:00 pm

Last Addendum: May 8, 2013; 5:00 pm

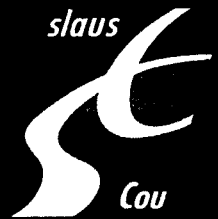
Proposal Due Date: May 10, 2013; 5:00 pm

EXHIBIT B
CONSULTANT'S RESPONSE TO COUNTY'S REQUEST FOR PROPOSAL



*St. Francis Avenue Over Modesto
Irrigation District Main Canal
Bridge Replacement*

PREPARED FOR
STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS



MARK THOMAS & COMPANY

SCOPE OF WORK

Outline

Task 1.0 Project Management (WBS 100)

- 1.1 Project Development Team (PDT) Meetings/Management
- 1.2 Client/Subconsultant/Agency Management and Coordination
- 1.3 Quality Assurance/Quality Control

Task 2.0 Preliminary Engineering (WBS 240)

- 2.1 Data Gathering/Mandatory Field Review
- 2.2 Strategy Report
- 2.3 Hydraulic and Hydrologic Studies
 - 2.3.1 Data Review and Field Reconnaissance
 - 2.3.2 Hydrologic Analysis
 - 2.3.3 Hydraulic Analyses
 - 2.3.4 Bridge Location Hydraulic Study
 - 2.3.5 Bridge Design Hydraulic Study Report
- 2.4 Geotechnical Investigations & Foundation Report
 - 2.4.1 Type Selection Study
 - 2.4.2 Preliminary Geotechnical Report
 - 2.4.3 Materials Report
 - 2.4.4 Bridge Foundation Report (Final Design)
- 2.5 Structure Type Selection Report
- 2.6 Preliminary (30%) Roadway Plans
- 2.7 *Optional: ISA*

Task 3.0 Survey and Base Mapping (WBS 185)

- 3.1 Record Research and Calculations
- 3.2 Right of Way and Control Field Survey
- 3.3 Right of Way Delineation
- 3.4 Topographic Survey and Base Mapping

Task 4.0 Environmental Document (WBS 150, 165 and 180)

- 4.1 Prepare Preliminary Environmental Study (PES) Form
- 4.2 Archaeological Survey Report
- 4.3 HRER/HPSR
- 4.4 NEPA Categorical Exclusion
- 4.5 CEQA Notice of Exemption
- 4.6 *Optional: NES*

Task 5.0 Utility Coordination (WBS 205 and 185)

Task 6.0 Public Outreach (WBS 175)

The MTCO Team will provide professional services for project management, surveying and base mapping, hydraulic analysis, geotechnical analysis, environmental documentation, roadway and

bridge design, and construction support tasks identified in the task items below. In the performance of this scope of services, MTCO will diligently perform this scope of work and will be responsible for items of work under this contract to the extent that issues arising from the performance of these services are within our reasonable control, and the MTCO's obligation to indemnify and defend are limited to the extent actually caused by MTCO in the performance of this scope of work.

Task 1.0 Project Management (WBS 100)

1.1 Project Development Team (PDT) Meetings

MTCO, with input from the County and Caltrans, will establish a Project Development Team (PDT) for this project. The purpose of PDT meetings is to provide a forum to share project information, identify critical issues, make decisions, assign project tasks, identify design criteria, or any other items critical to project delivery. MTCO will prepare agendas for each meeting and distribute them to the PDT prior to each meeting. MTCO will facilitate meetings as applicable and prepare meeting minutes with action items. At the initial kick-off meeting MTCO will prepare and maintain a project critical path method (CPM) schedule for County review. The schedule will be updated at appropriate project milestones, with critical path activities clearly shown for team review purposes. This scope assumes a total of 12 PDT meetings through the PA&ED phase of the project.

1.2 Client/Subconsultant /Agency Management and Coordination

MTCO will perform ongoing general project management and coordination with the County, subconsultants and Caltrans including maintaining project files, preparing memo's, letters, e-mail, and phone calls necessary to manage the project and preparing monthly invoices with progress reports.

1.3 Quality Assurance/Quality Control

Prior to each major design submittal MTCO will complete the Caltrans design checklist and perform an independent review of each submittal. Kevin Michalski and Matt Brogan have been assigned as Quality Control Managers for this project. As such, they will be responsible for internal and external quality control measures (for example verifying sound design practices were followed internally and verifying that the subconsultants are using the most recent information).

Task 2.0 Preliminary Engineering (WBS 240)

2.1 Data Gathering/ Mandatory Field Review

MTCO will collect and review all available information provided by the County and Caltrans. Also as a part of this task the mandatory field review meeting will be conducted. The purpose of this field review is to bring the County, Caltrans and the design team together in order to gain consensus on the project requirements necessary to comply with federal and state laws. The field review meeting allows the project team to become familiar with the project site, check for any conditions that would be affected by construction and begin to discuss environmental considerations.

2.2 Strategy Report

MTCO will prepare a Strategy Report for Caltrans approval for either rehabilitation or replacement of the existing structure. The report will include existing bridge deficiencies, rehabilitation recommendation and cost estimates for alternatives. As discussed in the project understanding, MTCO assumes that replacement will be the best project alternative and we have scoped the project as such.

2.3 Hydraulic and Hydrologic Studies

2.3.1 Data Review and Field Reconnaissance

WRECO will review available data, including previous studies, provided by the County and the Project Team. Key information to review will be the available hydrologic and hydraulic data, County and Caltrans bridge inspection reports and maintenance records for the bridge site at the Modesto Irrigation District (MID) Main Canal. WRECO will conduct a field reconnaissance to assess the existing conditions in the vicinity of the Project site. The field reconnaissance will be conducted on the same day as the coordination meeting.

2.3.2 Hydrologic Assessment

WRECO will coordinate with the MID to obtain the design flow for the Main Canal. No detailed hydrologic analysis is expected. WRECO will also obtain the typical low flow period and maintenance history of the canal from MID.

2.3.3 Hydraulic Analysis

WRECO will perform the hydraulic analyses of the MID Main Canal using the U.S. Army Corp of Engineer's HEC-RAS computer model to determine the design flow characteristics of the MID's design flows, including water surface elevation (depth) and velocity, for the existing and proposed conditions. WRECO will coordinate with the Project Team to obtain the surveyed canal cross sections to be used for the hydraulic models and integrate the proposed bridge design into the hydraulic models.

2.3.4 Bridge Location Hydraulic Study

WRECO will perform a Bridge Location Hydraulic Study for the proposed bridge. WRECO will prepare Bridge Location Hydraulic Study Memo, which will include the standard Summary of Floodplain Encroachment Form and technical discussions. The floodplain impact is expected to be minimal.

The Bridge Location Hydraulic Study Memo delivery schedule will correspond with the overall environmental study delivery schedule.

2.3.5 Bridge Design Hydraulic Study Report

WRECO will prepare a Bridge Design Hydraulic Study Report for the bridge and summarize the recommendations and results from the hydraulic and scour analyses. The report will include all the detailed hydraulic model outputs and results from our scour analyses.

The Draft Bridge Design Hydraulic Study Report will be submitted with the Project Team's Bridge Type Selection Report. The Final Bridge Design Hydraulic Study Report will be submitted after the review comments on the draft report are addressed and the bridge design is finalized by the Project Team.

2.4 Geotechnical Investigations & Foundation Report

As-built log-of-test borings and existing subsurface information are not available for the existing structure; therefore the most cost effective method of approaching the St. Francis Avenue Bridge project is to perform a single exploration program followed by a design level combination Materials, Geotechnical Design and Foundation Report. This combination report will be completed early in the process allowing it to be utilized for Type Selection.

To prepare a Caltrans combination Materials, Geotechnical Design and Foundation Report for the bridge replacement project, Crawford & Associates, Inc. (CAInc) will perform the following:

2.4.1 Coordination, Permits, and Mark for USA

CAInc will coordinate with the design team and the County to discuss the project needs and schedule, review published geologic mapping, and review preliminary project data. We will review the site for drill rig access, mark exploratory boring locations and notify Underground Service Alert (USA). We will obtain encroachment and boring permits required by the County. We assume that the County will waive the required encroachment permit fees. We will complete our explorations within the public right-of-way; therefore rights-of-entries are not expected to be needed.

2.4.2 Subsurface Exploration

CAInc will perform the following subsurface explorations at the project site.

Location	Soil Survey Results	Number of Explorations	Depth Below Existing Grade
St. Francis Ave. Bridge (MID Main Canal)	Interbedded layers of silts and sands.	2	50 to 60 below ground surface

For the approach roadway, CAInc will also complete two to four additional shallow test borings (upper 10 ft) at each site to provide information on subgrade soil and collect bulk samples for R-value testing.

Our Engineer/Geologist will direct the sampling and log the borings. At a minimum, we will sample at 5-foot intervals. We will deliver the samples to an independent laboratory for testing. The drilling contractor will advance the borings with a rubber-tired, truck-mounted drill rig using 6 to 8-inch-diameter hollow and solid stem augers and mud-rotary techniques. Standard Penetration Testing (SPT) and California Modified sampling will be performed within the borings to obtain samples and blow count information. The borings will be backfilled according to the County permit requirements.

The borings will be located along the proposed bridge and roadway alignment. We assume encroachment permit fees will be waived by the County. Traffic Control will consist of cones and signs with flagmen.

2.4.3 Laboratory Testing

CAInc will perform the following laboratory tests on relatively undisturbed samples obtained from the exploratory borings: Moisture Content and Unit Weight for bearing capacity and lateral capacity; compression, and/or Direct Shear for bearing capacity and lateral capacity; Sieve Analysis for

liquefaction analysis and scour information; Resistance Value for pavement design; and, Resistivity, pH, Sulfate Content and Chloride Content for soil corrosivity analysis.

2.4.4 Evaluation and Engineering Analysis

CAInc will perform engineering analysis (using computer software where applicable) for the following: bearing capacity; lateral capacity; site seismicity including, deterministic/probabilistic procedures consistent with current Caltrans Seismic Design Criteria to determine the site acceleration response spectrum (ARS) and liquefaction potential; lateral earth pressure and coefficient of friction to resist sliding; soil corrosivity; and pavement section recommendations (based on Traffic Index values provides by the design team).

2.4.5 Geotechnical/Foundation Report

CAInc will prepare and submit a Draft Geotechnical/Foundation Report. The report will include recommendations for design consistent with current Caltrans guidelines by combining Materials, Geotechnical Design and Foundation Reports into a single report. The report will include: Scope of Work; Site Description; Project Description; Field Exploration; Laboratory Testing; Site Geology and Subsurface Conditions; Seismic Data and Evaluation; Liquefaction Evaluation; Geotechnical Scour Considerations; Foundation Recommendations (i.e., type, elevation and allowable loading of bridge foundation elements); Approach Recommendations; New Pavement Section Recommendations; Construction Considerations; Location Map; ARS Curve; Log of Test Borings; Laboratory Test Results.

Following receipt of all Draft Geotechnical/Foundation Report comments, CAInc will prepare a Final Geotechnical/Foundation Report for each structure.

2.5 Structure Type Selection Report

MTCO will prepare and submit a Type Selection Report to the County and Caltrans for their review and approval. The Type Selection Report will contain a General Plan, General Plan Estimate and Foundation Plan for two structure replacement alternatives. The report will also include a memorandum addressing geotechnical, hydraulic, utility, environmental and cost issues along with a recommendation for structure type.

2.6 Preliminary (30%) Roadway Plans

MTCO will prepare preliminary roadway plans for the proposed roadway alignments for review and comment by the County. The preliminary roadway plans will show, amongst other things, the proposed roadway layout and profile, typical roadway sections, bridge width/length, approach roadway limits, and preliminary right of way impacts, if any. These plans will serve as the geometric approval drawings.

2.7 OPTIONAL: Phase 1 ISA

CAInc performed a web search for the St. Francis Bridge site utilizing the GeoTracker website maintained by the State Water Resources Control Board. The GeoTracker website maintains a database of leaking underground tank and other cleanup sites, land disposal sites, military sites, and other hazardous sites that are regulated facilities in California. The GeoTracker website tool did not indicate any potential issues near the site. To meet the Site Development Review and Use Permit we will perform a Phase 1 ISA of additional state and federal environmental records using a commercial record check service. CAInc will perform the following tasks to provide a Phase 1 ISA for evidence of recognized environmental conditions (RECs) and/or potential RECs that may significantly impact the proposed improvements:

- Review federal, state, and county records for indications of the use, misuse, or storage of hazardous and/or potentially hazardous materials on or near the site. The federal, state, and county database search will be provided by Environmental Data Resources, Inc., a professional record check service.
- Review historical aerial photographs for the property.
- Prepare a Phase 1 ISA summarizing the findings of our review, historical photograph evaluation, and regulatory records review. We will address identified potential contamination and hazardous material impacts and provide recommendations for further investigation and analysis, if necessary.

Task 2 Deliverables:

- **Draft and Final Strategy Report (4 copies)**
- **Draft and Final Bridge Location Hydraulic Study Memo (4 copies)**
- **Draft and Final Bridge Design Hydraulic Study Report (4 copies)**
- **Preliminary Type Selection Memo (4 copies)**
- **Draft and Final Geotechnical/Foundation Report (4 copies)**
- **Draft and Final Type Selection Report (4 copies)**
- **30% Roadway Plans and Estimate (4 Copies)**
- **Draft and Final ISA**

Task 3.0 Survey and Base Mapping (WBS 185)

These tasks will be completed under the direct supervision of a California Licensed Land Surveyor and will comply with the provisions of the Professional Land Surveyors Act, Sections 8700 to 8805 Business, and Professions Code, and the provisions of the California Coordinate System, Sections 8801 through 8819 of the Public Resources Code. The accuracy of all surveys shall meet U.S. National Mapping Standards.

3.1 Record Research

MTCO will perform record research at the County to locate recorded control maps, right-of-way maps, records of survey, corner records, and other official maps of record necessary to determine the R/W limits of St. Francis Avenue.

3.2 Control Survey

On-site control points and temporary benchmarks will be set as necessary for topographic survey tasks. Total Station, GPS and digital levels will be used to accurately locate the on-site control.

The coordinate system will be CCS83 Zone 3. The elevations will be NAVD88.

MTCO will include control points in the Electronic Base Map (Task 4.3) which will include coordinates and elevations used for each point.

3.3 Right of Way Delineation

MTCO will conduct right of way research and c field surveys of existing right of way and property lines within the project footprint. Preliminary Title Reports, vesting documents, backup and supporting documents will be acquired for up to four (4) parcels. Each report will be processed and reviewed; MTCO will plot encumbrances that may affect the project.

Record information will be compared to field information to determine the location of the right of way, property lines and easements. The result of the resolved right of way and processed title reports will be compiled into working drawings referred to as the project Land Net.

To document that the right of way and property line delineation is acceptable to the County Surveyor and to document and perpetuate the MTCO resolution of right of way and easements determined during the retracement surveys, MTCO survey staff will file a record of survey at the County Recorder's office. This survey will be reviewed by the county surveyor and meet all requirements of the Professional Land Surveyor's Act.

Survey will include existing monumentation located by MTCO and will serve to perpetuate the location of any monumentation that may be destroyed during construction.

It is assumed that this record of survey will require two reviews with the County Surveyor. It is assumed review and filing fees will be waived for this County project.

3.4 Topographic Survey & Base Mapping

The Topographic Survey will be the primary source of topographic data for the project. The areas of topographic survey will include:

A strip of roadway approximately 900 feet in length, 450 feet on each side of the existing bridge. The strip will be approximately 60 feet wide (to include the roadway prism), surveyed to 20 feet beyond each edge of pavement.

- Include all grade breaks, tops and toes in the dirt area.
- Include any surface visible utilities in the topo areas.
- Include fences
- Include any trees on the Site over 4" Diameter at Breast Height (DBH).
- Include hardscape features, such as:
 - Edge of Pavement
 - Crown of Road
 - Bridge Deck

MTCO will conduct a right of way survey to delineate the right of way of St. Francis Avenue.

Based upon information gathered, MTCO will compile an electronic base map. This will include a Digital Terrain Model, right of way and property lines. MTCO will run break lines as appropriate; include elevation spot shots and other relevant features from Topographic Survey. The electronic base map will conform to the following:

- All text style, orientation and size shall be as directed.
- Include control points.
- Include all topographic survey points used to create the planimetrics and surface model.
- Place non-topographic information on separate layers.
- Delineate planimetric features.

Since base mapping will be included as base layers on plan production, no sheets are included as deliverable or are being prepared with this effort.

Task 3 Deliverables:

- **One (1) electronic base map with survey control, R/W lines and topographic information.**
- **Record of Survey filed with the County Recorder**
- **RWE Quality Assurance Review Package – signed and stamped by a person authorized to practice land surveying in the State of California.**
 - **Copy of all Record Maps used to identify property lines**
 - **Current Preliminary title Report for parcel**
 - **Copy of vesting deed for each parcel and the right of way**
 - **Copy of exceptions / supporting documents for each parcel**
 - **Copy of all survey notes, adjustment and final coordinates used in right of way determination.**
 - **Digital copy of the Land Net drawing in AutoCAD format**

Task 4.0 Environmental Document (WBS 150, 165 and 180)

4.1 Prepare Preliminary Environmental Study (PES) Form

Foothills will attend a preliminary site visit with Caltrans, Engineering staff and other interested parties, as relevant and will prepare an Administrative Draft Preliminary Environment Study (PES) Form for review and comment by the County. The County shall have one week (7 calendar days) to review the Administrative Draft PES Form and provide a single copy of written comments to Foothills. Upon receipt of written comments on the Administrative Draft PES Form, Foothills will prepare the final PES Form within seven (7) calendar days. The final PES Form will be submitted to Caltrans for review and signature.

4.2 Archaeological Survey Report (ASR)

Ric Windmiller, Registered Professional Archaeologist (10481), will identify an Area of Potential Effect (APE) for archaeological resources, which will include all areas of potential ground disturbance and staging areas and will request Caltrans concurrence with the proposed APE.

Following Caltrans concurrence with the APE, a records search will be requested from the Central California Information Center, California Historical Resources Information System (CHRIS). In addition, a sacred lands file search from the Native American Heritage Commission and a list of Native American contacts for this project will be requested from the Native American Heritage Commission. Native Americans listed by the commission will be contacted to solicit comments. The Historical Society will also be contacted to solicit comments on the proposed project and any historic resources that may be affected.

As part of the pre-field literature review, background information to be reviewed may include the County General Plan, Sanborn Fire Insurance maps and other historic maps and literature to help identify any historic archaeological sites that may not be recognized on the ground surface during the field inspection.

Once pre-field tasks are completed, the unpaved portions of the APE will be inspected for archaeological resources along transects no more than 50 feet apart. Any archaeological resources recognized as 45 years old or older will be documented on forms distributed by the California Office of Historic Preservation.

Following the field inspection, a Negative Archaeological Survey Report (ASR) will be prepared briefly stating the results of the records search and briefly summarize local history, ethnohistory, prehistory, Native American consultations and results of the field inspection to current Caltrans standards.

A draft of the ASR will be provided to the Caltrans Archaeologist for approval. Upon such approval, five copies of the final draft of the report will be submitted to the County. One copy of the ASR will be submitted to the North Central Information Center, California Historical Resources Information System to comply with an existing agreement with the information center. One copy of each report will remain on file with the Consultant.

4.3 HRER/HPSR

As a subconsultant to Foothills, JRP Historical Consulting, LLC (JRP) will provide services regarding historic resources for project compliance with Section 106 of the National Historic Preservation Act and the California Environmental Quality Act (CEQA) as it pertains to historical resources. JRP will assist with establishing the Area of Potential Effects (APE), as needed, conduct public participation tasks, and prepare a Historical Resources Evaluation Report (HRER) and Historic Property Survey Report (HPSR). The HRER will survey and evaluate the portion of the MID Main Canal in the APE.

The County is conducting this project with assistance from Caltrans, and the cultural resources documents will be reviewed by Caltrans. Therefore, JRP will prepare documents following Caltrans' guidelines set forth in the Standard Environmental Reference (SER), Volume 2, Cultural Resources Procedures, and the procedures set forth in the "Programmatic Agreement Among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act as it Pertains to the Administration of the Federal-Aid Highway Program in California," (2004) (Caltrans Section 106 PA).

JRP will prepare an administrative draft HRER within six weeks of notice to proceed and receipt of mapping, and prepare the draft HRER within two weeks of receipt of County comments. The County will submit the draft HRER to Caltrans and JRP will prepare the final within two weeks of receipt of Caltrans comments.

Upon completion of the HRER, JRP will prepare an administrative draft HPSR with assistance from Ric Windmiller within four weeks following notice to proceed for this task. JRP will prepare the draft HPSR within two weeks of receipt of County comments. The County will submit the draft HPSR to Caltrans and JRP will prepare the final within two weeks of receipt of Caltrans comments.

4.4 NEPA Categorical Exclusion

Foothills will coordinate with and act on behalf of the County as Liaison to the Federal Lead Agency (Caltrans) through Lead Agency approval of the National Environmental Policy Act (NEPA) decision document and issuance of the final NEPA document.

Foothills will coordinate with Caltrans and will respond to requests for additional information and answer applicable questions relevant to NEPA documentation up to budgeted amount.

4.5 CEQA Notice of Exemption

Pursuant to CEQA Guidelines Section 15302, a Class 2 Exemption consists of replacement or reconstruction of existing structures where the new structure will be located on the same site as the

structure replaced and will have substantially the same purpose and capacity as the structure replaced.

In addition, CEQA Guidelines specify that the use of a Categorical Exemption is only applicable when the following conditions are met:

- No cumulative impacts;
- No reasonable probability of significant impacts;
- No damage to scenic resources;
- Site is not located on a hazardous waste site identified on a list compiled pursuant to Section 65962.5; and
- Project development will not result in the substantial adverse change in the significance of a historical resource.

Based on our preliminary review of the proposed improvements to the St. Francis Avenue Bridge Over MID Main Canal, a Class 2 Exemption may be an appropriate level of CEQA documentation, if supported by technical study findings and conclusions demonstrating that project development would not conflict with conditions (a) through (e) stipulated for the Class 2 Exemption, or as further stipulated for the use of a CEQA Categorical Exemption pursuant to the CEQA Guidelines.

If adequately supported by the Cultural/Historical Resource Assessment technical studies, as well as existing regulatory requirements pertaining to the maintenance of water quality, Foothills will prepare an Administrative Draft Class 2 Notice of Exemption for review and comment by the County. The Notice of Exemption (NOE) will include:

- A brief description of the project;
- A finding that the project is exempt;
- Citations to the applicable exemption in the statute or State Guidelines; and
- A statement of reasons and summary of supporting documentation supporting the finding of exemption.

The County shall have seven (7) days to review the draft NOE and provide a single set of written comments to Foothills. Upon receipt of written comments on the draft NOE, Foothills will prepare the final NOE within two (2) working days. The final NOE will be submitted to the County for submittal to the County Clerk following project approval for posting. The 35-day statute of limitations commences the date of project approval, following posting of the Notice of Exemption with the County Clerk.

If, based on final design of proposed improvements and/or if it is determined that development of proposed improvements would result in impacts to environmental resources, Foothills will promptly provide a supplemental scope of work for the preparation of an Initial Study/Mitigated Negative Declaration.

Task 4 Deliverables:

- **Draft PES Form (digital copy)**
- **Final PES Form (2 copies)**
- **Draft ASR (2 copies)**
- **Final ASR (4 copies)**
- **Draft HRER/HPSR (digital copy and 1 hard copy)**

- **Final HRER/HPSR (4 copies)**
- **Draft NOE (digital copy)**
- **Final NOE (1 copy)**

4.6 OPTIONAL: Natural Environmental Study

If, based on the PES, the need for a Biological Resource Assessment is identified within the project area, Foothill Associates will conduct a reconnaissance level biological survey of the project study area to document the presence of and/or assess the potential for any sensitive biological resources to occur within the study area. Available information regarding study area conditions will be reviewed, including soils, vegetation, aerial photography, base maps, the California Natural Diversity Database (CNDDDB) query, U.S. Fish and Wildlife Service (USFWS) lists, CalFish Species Range maps for evaluation of Essential Fish Habitat (EFH) within the APE, and the California Native Plant Society (CNPS) Inventory of Rare and Endangered Plants. The survey will document general site conditions, vegetation communities, and other habitat features. These results will be documented in the Natural Environment Study (NES).

The NES will be prepared according to the February 2, 2012 Caltrans template and provide the following: a description of project purpose and need; a summary of the quantity of habitat impacted (permanent, temporary, direct, indirect and cumulative impacts); a summarized quantity of special-status species impacted (permanent, temporary, direct, indirect and cumulative impacts); a summary of vegetation communities present; field survey results and information on plant and wildlife species observed in the project area; EFH evaluation; permits required; discussion of the presence of invasive/exotic species; discussion of any positive/beneficial impacts; and a description of mitigation agreements, if applicable.

This scope does not include subsequent biological work that may be identified as mitigation in the Initial Study including pre-construction surveys, regulatory permitting, and/or mitigation monitoring. Any subsequent biological field work necessary to implement the project will require a modification to this scope of work.

Deliverables:

- **Foothill will provide a total of eight (8) copies; (4) copies for review and comments for the draft version of the NES and four (4) copies of the Final NES for the County and Caltrans review and approval.**

Task 5.0 Utility Coordination (WBS 185)

MTCO will provide utility coordination services in general conformance with Caltrans' Local Assistance and Utility Relocation Manuals. The MTCO team will follow the Utility A-B-C process:

A. MTCO will send letters to utility companies with facilities in the area of the project requesting copies of their existing facility maps. These maps will become the basis of the project utility mapping.

B. MTCO will compare project utility mapping with proposed improvements and determine which existing facilities may require relocation. MTCO will draft signature ready utility notification letters to utility companies for County signatures. Utility Notification letters will identify limits of relocation and proportionate cost sharing.

C. MTCO will work with Utility companies to get utility agreements drafted for County signatures. Utility agreements will be negotiated on behalf of the County, as appropriate.

As part of conducting utility mapping, MTCO will determine horizontal location of existing utilities and prepare a list of those utilities which have a potential for physical conflicts with proposed improvements. Although not included in this scope of work, MTCO can obtain a potholing company to perform non-intrusive vacuum excavation at critical locations to determine the positive location of conflicting utilities.

Task 5 Deliverables:

- **Utility A, B and C Plan letters for County Signature (2 copies)**

Task 6.0 Public Outreach (WBS 175)

Judith Buehe Communications (JBC) will identify and produce a database of stakeholders that will include but not be limited to the following: MID; elected and appointed officials; property owners; tenants; businesses; pertinent agencies with jurisdiction over the project site; pertinent civic and community organizations, e.g., Stanislaus Farm Bureau, Empire Sportsmen's Association; school district; emergency responders; trucking associations; and others with a potential interest in the project and who may be affected by construction.

JBC will schedule, organize, handle all logistics, create and send invitations and news releases, create and produce print materials, and facilitate a neighborhood meeting for stakeholders at which project team members will present and discuss the project purpose and need, an overview of potential design alternatives, anticipated design and construction schedule, and other pertinent information. For use of the project team, JBC will prepare a detailed summary report of the meeting preparations, discussions and comments, and outcome.

JBC will schedule, facilitate, and prepare reports on up to three one-on-one meetings with the project manager and key stakeholders. Results of the meetings will be summarized and provided to the County and the design team.

Task 6 Deliverables:

- **Mailing List and Postcard Notifications for Public Meetings (2 meetings assumed)**
- **JBC will staff electronic and telephone Hotlines and maintain a contact log.**

ASSUMPTIONS

This scope of work has been prepared using the following assumptions:

- The project will be advertised, awarded, and administered by the County and the County will coordinate reproductions of the bid package.
- Caltrans Environmental will be responsible for preparing the final NEPA determination.
- Archaeological resources will not be encountered. If archaeological resources are encountered, our Team will coordinate with the County and provide a supplemental cost estimate for the appropriate level of required documentation.

- If cultural resources are identified during any stage of the study, a revised scope of work and cost estimate will be required. This scope of work does not include any archaeological excavation, extensive archival research, or highly specialized equipment.
- Based on our knowledge of the site and previous project experience with irrigation districts, biological studies along with environmental permits will not be required for this project. We have assumed that the canal is not a jurisdictional water of the U.S.
- Traffic control measures will not be required for the on-the-ground inspection, survey or subsurface work on or near St. Francis Avenue. An encroachment permit will be provided free of charge by the County.
- The proposed improvements will be within the existing right-of-way, therefore no legal descriptions or appraisal maps will be required.
- Based on an initial site visit an underground gas line and overhead electrical facilities exist within the project area. MTCO is not anticipating other utilities that will require coordination within the area.

EXHIBIT C
CONSULTANTS FEE SCHEDULE

NO.	Task Description	Mark Thomas & Company, Inc.													Buethe			Crawford			Foothill			Wreco			Optional Services			Subconsultant Markup (5%)	Grand Total Hours	Other Direct Cost	Grand Total Cost	Optional Cost						
		Rob Himes Project Director	Kevin Michalski Engineer IX	Matt Brogan Engineer Manager III	Derek Minnema Engineer VIII	Jason Hickey Engineer IV	Adam Randolph Engineer III	Troung Pham Engineer II	Trong Nguyen, Galina Boyko Engineer Tech. II	Engineer Tech. I	Matt Stringer Land Surveyor II	Brandon Benton Project Surveyor I	2 Person Survey Crew	Survey Technician	Clerical	Total Hours	Direct Costs	Total Cost	Total Hours	Direct Costs	Total Cost	Total Hours	Direct Costs	Total Cost	Total Hours	Direct Costs	Total Cost	Total Hours	Direct Costs						Total Cost	Total Hours	Direct Costs	Total Cost		
		\$290.00	\$170.00	\$215.00	\$158.00	\$113.00	\$105.00	\$95.00	\$88.00	\$74.00	\$158.00	\$116.00	\$226.00	\$89.00	\$59.00																									
1	Project Management (WBS 100)																																							
	1.1 Project Development Team (PDT) Meetings (12 meetings)				48	24	48						6	126	\$ 15,690																									
	1.2 Client/Subconsultant/Agency Management and Coordination				96									96	\$ 15,168																									
	1.3 Quality Assurance/Quality Control	8		8										16	\$ 4,040																									
	99 Reimbursables													0	500																									
2	Preliminary Engineering (WBS 240)																																							
	2.1 Data Gathering/Mandatory Field Review				4	4	4							12	\$ 1,504																									
	2.2 Strategy Report		4		4	8		20	16					52	\$ 5,524																									
	2.3 Hydraulic and Hydrologic Studies				2	4								6	\$ 768									120	\$ 750	\$ 13,669														
	2.4 Geotechnical Investigations & Foundation Report				2	4								6	\$ 768					240	\$ 14,650	\$ 15,860																		
	2.5 Structure Type Selection Report		4		2	8		20	40					74	\$ 7,320																									
	2.6 Preliminary (30%) Roadway Plans				4			40	40					84	\$ 8,352																									
	2.7 Optional: ISA													0	\$ -				48	\$ 5,165						48	\$ -	\$ 5,165	\$ 258	96										
3	Survey & Base Mapping (WBS 185)																																							
	3.1 Record Research									2	2		8	12	\$ 1,260																									
	3.2 Control Survey									2	4	8	8	22	\$ 3,300																									
	3.3 Right of Way Delineation									16	40	20	60	136	\$ 17,028																									
	3.4 Topographic Survey & Base Mapping									6	20	28	24	78	\$ 11,732																									
4	Environmental Document (WBS 150, 165 and 180)																																							
	4.1 Prepare Preliminary Environmental Study (PES) form													0	\$ -									80	\$ 8,225															
	4.2 Archaeological Survey Report													0	\$ -									48	\$ 5,425															
	4.3 Historic Resource Evaluation Report and Historic Properties Survey Report													0	\$ -									120	\$ 12,345															
	4.4 NEPA Categorical Exclusion													0	\$ -									16	\$ 1,660															
	4.5 CEQA Notice of Exemption													0	\$ -									16	\$ 1,985															
	4.6: Optional: Natural Environmental Study													0	\$ -									48	\$ -	\$ 5,710	\$ 286													
5	Utility Coordination (WBS 185)																																							
	Utility Coordination				2		60						8	70	\$ 7,320																									
6	Public Outreach (WBS 175)																																							
	Public Outreach				4		8						8	20	\$ 2,176			64	\$ 905	\$ 5,603																				
	Total Hours	8	8	8	168	52	160	40	112	0	26	66	56	100	6	810																								
	Total Cost														\$ 101,950		64	\$ 905	\$ 5,603	288	\$ 14,650	\$ 21,025	328	\$ -	\$ 35,350	120	\$ 750	\$ 13,669	96	\$ -	\$ 10,875	\$ 3,782		1474						

MTCO: \$ 106,232 \$ 6,508 \$ 35,675 \$ 35,350 \$ 14,419 TOTAL: \$ 198,184

EXHIBIT D
PROJECT SCHEDULE

MTCO Stanislaus County SAINT FRANCIS AVENUE BRIDGE REPLACEMENT PROJECT

